



**VAL VERDE COUNTY COMMISSIONER'S COURT MINUTES**

**SEPTEMBER 12<sup>TH</sup> REGULAR TERM, A.D. 2016**

**1. CALL TO ORDER.**

**2. DETERMINATION THAT A QUORUM IS PRESENT:**

**BE IT REMEMBERED** that on this the 12<sup>th</sup> day of September A.D. 2016 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Ramiro V. Ramon, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. The Court recited the Pledge of Allegiance to the Flag.
4. Approving Minutes of Previous Meeting(s): None presented.

**5. CITIZENS' COMMENTS:**

1. Mr. Jaime Leija spoke against the proposed tax increase.
2. Mr. Steve Allred addressed the Court regarding about a culvert next to his home.
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL VERDE COUNTY COMMISSIONERS COURT:**

**MOTION KEY:**  
**EFRAIN V VALDEZ= EVV**  
**COMM RAMON=R**  
**COMM OWENS=O**  
**COMM NETTLETON=N**  
**COMM FLORES= F**

**QUORUM**

- ☒ COUNTY JUDGE  
☐ EP Judge's Staff  
☒ Judge's Staff  
☒ COMM. PRCT# 1  
☒ COMM. PRCT# 2  
☒ COMM. PRCT# 3  
☒ COMM. PRCT# 4

**ATTENDING**

**COUNTY STAFF/DEPTS:**

- ☒ COUNTY ATTY  
☐ DM COUNTY ATTY STAFF  
☐ SS COUNTY ATTY STAFF  
☒ DISTRICT CLERK  
☒ IT  
☒ SHERIFF  
☐ SHERIFF'S STAFF  
☒ AUDITOR  
☒ TREASURER  
☒ PURCHASING  
☒ HR  
☒ TAX COLLECTOR  
☒ RISK MGMT  
☐ FIRE DEPT  
☐ EMERGENCY MGMT  
☐ JP #1  
☐ JP #2  
☒ JP #3  
☐ JP #4  
☐ OTHER

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

**Efrain Valdez, County Judge**

**6. Presentation of Tax Notes by Bond Consul.**

**ORDER**  
**N/A**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No action taken, presentation only.				

- A. CONSIDERATION OF BIDS RELATING TO THE SALE OF OBLIGATIONS DESIGNATED “VAL VERDE COUNTY, TEXAS TAX NOTES, SERIES 2016” CONSIDERATION AND APPROVAL OF FINANCIAL ADVISOR’S RECOMMENDATION CONCERNING THIS MATTER; AND OTHER MATTERS IN CONNECTIN THEREWITH

**ORDER**  
**#16-387**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Motion to authorize the issuance of		R, O, N, F		
			Tax note with amounts proposed.		E V V		

- B. CONSIDERATION AND APPROVAL OF AN ORDER BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS AUTHORIZING THE ISSUANCE OF “VAL VERDE COUNTY, TEXAS TAX NOTES, SERIES 2016”, LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE NOTES, PRESCRIBING THE FROM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE AND DELIVERY OF THE NOTES; AUTHORIZINIG THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE AND INVESTMENT LETTER, AND A PRIVATE PLACEMENT AGREEMENT; COMPLYING WITH THE REQUIREMENTS OF THE DEPOSITORY TRUST COMPANY’S LETTER OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE

**ORDER**  
**#16-388**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to authorize the issuance of		R, O, N, F		
			Val Verde County, Texas Tax Notes,		E V V		
			Series 2016, levying an annual ad				
			Valorem tax, within the limitations				
			Prescribed by law, for the payment				
			Of the notes.				

[Clerk’s note: Court took a break from 10:13 a.m.– 10:25 a.m.]

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

## 7. Adoption of budget for 2016-2017 fiscal year.

ORDER  
#16-389

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	R		Motion to adopt the budget as presented to		R, O, N, F		
			Include the \$130,000 for the Women's		EVV		
			Shelter and \$29,000 for Animal Control and				
			freeze the special account budgets until				
			they comply with the law by providing a				
			budget in the County's budget format form.				

## 8. Adoption of tax rates for 2016-2017 fiscal year.

ORDER  
#16-390

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	O		Motion that the property tax rate be		EVV, R, O	N, F	
			increased by the adoption of a tax rate of				
			51.96, which is effectively a 9.29 percent				
			increase in the tax rate.				

## 9. Lupita Galindo, Chairperson from Val Verde County Child Welfare Board submits the name of Gustavo V. Alcala and Alexis A Davis to fill vacancies on the Val Verde County Child Welfare.

ORDER  
#16-391

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		Motion to Approve as presented.		R, O, N,		
					F, EVV		

## 10. Progress Report for DEAAG grant – LAFB West Gate.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			Eloy presented an updated report on the				
			DEAAG grant-LAFB West Gate project.				
			Also reported on a ROW letter from TX DOT.				
			Presentation Only—no action taken.				

## 11. Discussion and possible action on changing the time for the Commissioners Court Meetings.

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O			Motion to set Commissioner's Court				
			Meetings for the 2 <sup>nd</sup> Wednesday of the				
			Month.				
			Motion died for lack of a second.				

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

ORDER  
#16-392

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	R		Motion to set Commissioner's Court		R,O,N,F		
			Meetings for the 2 <sup>nd</sup> Monday of the month		E V V		
			and Judge to set time of meetings.				

12. Discussion and possible action on sponsoring the Del Rio High School cheerleaders on purchasing shirts.

ORDER  
#16-393

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NO	ABST
O	N		Motion to table.		R, O, N, F		
					E V V		

13. Discussion and possible action on appointing Mrs. Marta Rodriguez as a county representative for the Whitehead Museum Board.

ORDER  
#16-394

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		Motion to approve as presented.		R, O, N, F		
					E V V		

14. Josefina Balderas, Nutrition Director for the City of Del Rio requesting \$2,087.00 grant from the Val Verde County to apply for the Texas Department of Agriculture Grant-Texans Feeding Texans and approval of Resolution.

ORDER  
#16-395

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	N		Motion to approve and request activities		R, O, N, F		
			Report.		E V V		

**Lewis G. Owens, Jr., County Commissioner Pct. #2**

15. Discussion and possible action on lease agreement between Val Verde County and the ABO Youth NFL Flag Football league for the use of the 60 acre fields (September 18, 2016-November 6, 2016).

ORDER  
#16-396

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to Approve and authorize the		R, O, N, F		
			Judge to sign		E V V		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

16. Discussion and possible action on lease agreement between Val Verde County and the Del Rio Youth Soccer league for the use of the 60 acre fields (September 13, 2016-December 10, 2016).

**ORDER  
#16-397**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to Approve and authorize the		R, O, N, F		
			Judge to sign		E V V		

17. Discussion and possible action on lease agreement between Val Verde County and the Del Rio 4x4 Mud racing on (October 22, 2016).

**ORDER  
#16-398**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	N		Motion to Approve and authorize the		R, O, N, F		
			Judge to sign		E V V		

**Generosa Gracia-Ramon**

18. Discussion and possible on Resolution from Comstock I.S.D requesting a joint election with Val Verde County for the November 8, 2016 General Election.

**ORDER  
#16-399**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to Approve as presented.		R, O, N, F		
					E V V		

**Joe Frank Martinez, Sheriff**

19. Discussion and possible action on requesting authorization to accept the 2016 Sheriff's and Constables' Fees report.

**ORDER  
#16-400**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to Approve as presented.		R, O, N, F		
					E V V		

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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

20. Discussion and possible action regarding the authorization to purchase the following from capital outlay:      Computer Server      \$9,500.00 Sheriff

ORDER

N/A

2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
		NO ACTION TAKEN. ADDRESSED IN A				
		PREVIOUS AGENDA ITEM.				

**Jerry Rust, County Fire Chief**

21. Discussion and possible action upon requesting permission to accept donations in total amount of \$600.00 for Val Verde County Fire Rescue from:

Frank Larson - \$200.00

Kim Canseco - \$200.00

Lonnie Ricks - \$200.00

ORDER

#16-401

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to approve as presented.		R, O, N, F		
					E V V		

**Aaron Rodriguez, County Treasurer**

22. Monthly Treasurer's Report.

ORDER

#16-402

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	R		Motion for Approve and authorize the		R, O, N, F		
					E V V		

**Juanita Barrera, County HR Director**

23. Discussion and possible action on the approval and adoption of Exempt Status List.

ORDER

#16-403

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	O		Motion to Approve as presented.		R, O, N, F		
					E V V		

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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

24. Discussion and possible action on the approval and adoption of updated Personnel Policy Manual.

ORDER  
#16-404

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
R	O		Motion to approve updated Personnel		R, O, N, F		
			Policy Manual (not printing expense).		E V V		

25. HR monthly report.

ORDER  
#16-405

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	O		Approve Monthly report as presented.		R, O, N, F		
					E V V		

- A. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Julio De Hoyos, Deputy Sheriff with an annual salary of \$31,125.00 effective August 1, 2016. Mr. De Hoyos is replacing Daisy Mireles, who was terminated.
- B. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Warren Siller, Communications Operator, effective July 30, 2016. Mr. Siller resigned.
- C. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Arturo Gongora, Communications Operator, effective August 11, 2016. Mr. Gongora resigned.
- D. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Mercedes Underwood, Deputy Sheriff, effective September 2, 2016. Ms. Underwood resigned.
- E. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Sarai Perez, Telecommunications Opr. With an annual salary of \$20,750.00 effective September 6, 2016. Mr. Perez is replacing Arturo Gongora, who resigned.
- F. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Debra Draper, Telecommunications Opr. With an annual salary of \$20,750.00 effective September 6, 2016. Ms. Draper is replacing Warren Siller, who resigned.
- G. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Pedro Garcia iii, Sheriff Deputy, with an annual salary of \$31,125.00 effective September 6, 2016. Mr. Garcia is replacing Mercedes Underwood, who resigned.
- H. Efrain Valdez, County Judge, requesting that Frank Lowe, County Auditor start issuing checks to Debra Esser, Grant Project Director, with a monthly salary of \$200.00 effective August 11, 2016.
- I. Graciela Monday, Librarian, requesting to have Mr. Frank Lowe, County Auditor start issuing check to Jaqueline Gonzalez, Part-Time Librarian I. She is promoting from a temporary summer helper to a permanent part-time employee with no change in pay effective August 15, 2016l. Ms. Gonzalez is replacing Beatrice Navarro who promoted to a full position.

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- J. Commissioner Lewis Owens, Pct. 2, requesting to have Frank Lowe, County Auditor stop issuing checks to Andy Contreras, Maintenance Worker, effective August 5, 2016. Mr. Contreras was terminated.
- K. Commissioner Lewis Owens, Pct. 2, requesting to have Frank Lowe, County Auditor start issuing checks to Francisco Cerna, Maintenance/Carpenter with an annual salary of \$21,787.50 effective August 16, 2016. Mr. Cerna is replacing Luis Martinez, who retired.
- L. Ramiro Ramon, Commissioner Pct. 1, requesting to have Frank Lowe, County Auditor stop issuing checks to Victor Villarreal, Driver, effective August 18, 2016. Mr. Villarreal was terminated.
- M. Generosa Ramon, County Clerk, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Michael Ramirez, Deputy Clerk I, effective August 26, 2016. Mr. Ramirez, resigned.
- N. Jerry Rust, Fire Chief requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Vince Valadez, Assistant Fire Supervisor with an annual salary of \$30,000.00 effective August 22, 2016. Mr. Valdez has been promoted to fill the vacant position left by Chad Shafer who resigned.
- O. Jerry Rust, Fire Chief, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Alfonso Carranza, Fire Fighter with an annual salary of \$28,000.00 effective August 22, 2016. Mr. Carranza is replacing Gailea Willis, who resigned.
- P. Commissioner Robert Nettleton, Pct. 3, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Juventino Cuellar, Lt. Equipment Operator, effective September 9, 2016. Mr. Cuellar has retired.

**Frank Lowe, County Auditor****26. Monthly Auditor's Report.****ORDER  
#16-406**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
N	F		Motion to Approve as presented.		EVV, R, O, N, F		

27. Discussion and possible action requesting approval of credit cards from Master Card & PICO for travel & fuel to be issued to the new County Auditor.

**ORDER  
#16-407**

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
O	F		Motion to Approve as presented.		EVV, R, O, N, F		

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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F



**Ana Markowski Smith, County Attorney**

28. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1) (A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.
29. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.

**Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.**

**Executive Session items that may result in action in open session thereafter;**

EXECUTIVE SESSION: <u>  v  </u> §551.071(1) (A) <u>      </u> §551.071(1) (A) <u>      </u> §551.071(2) <u>  X  </u> §551.071(1) (B) <u>      </u> §551.072 <u>  X  </u>	
OTHER <u>      </u> BEGAN @ <u>  11:25  </u> ENDED @ <u>      </u> BREAK @ <u>      </u> RESUMED @ <u>      </u> ACTION AFTER EX: <u>      </u>	

ORDER  
N/A

MOTION	2 ND	AMEND	AMENDMENT/NOTES	ACCEPT	AYES	NOES	ABST
			No action taken during executive				
			Session.				

30. Approving subdivision plats.

ORDER  
#16-408

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	SUBMIT	AYES	NOES	ABST
F	N	4	Amending Plat in Precinct. #4 – Otila Gonzalez		EVV, R, O, N, F		
			No change in lots.				

31. Approving Certificates of Compliance

ORDER  
N/A

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
			None				

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

32. Approving Monthly Reports from Elected Officials:

ORDER #16-409	MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEP T	AYES	NOES	ABST
	N	F		Motion to approve as presented.		EVV, R, O, N, F		

33. Approving bills for payment:

ORDER #16-410	MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
	N	R		Motion to Approve as presented to include:		EVV, R, O, N, F		
				Sheriff's office- tires; capital expense (pg. 9)				
				County Agent per diem travel;				

34. Elected official's comments:

Commissioner Nettleton presented a plaque in appreciation for the Court's support from the Youth Football League.

Sheriff announced activities for the National Night Out.

35. Judge's Comments:

The Judge recognized Frank Lowe, County Auditor who was attending his last official Court meeting before retiring at the end of the year.

36. Adjourn: 12:20 p.m.

ADDENDUM

NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL VERDE COUNTY COMMISSIONERS COURT:

Rogelio Musquiz Jr., County Purchasing Agent

1. Discussion and possible action regarding the bid submission at 2016-2017 defined term. Purchases of commodities such as fuel, road construction materials, uniforms, janitorial and beverage service.

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

ORDER  
#16-411

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
N	F		Motion to accept CSA bid for road base.		R, O, N, F		
N	R		Motion to accept Martin and Marietta For road construction materials.		EVV		
O	N		Motion to accept Alamo Asphalt Pro. Inc For road construction materials.				
N	R		Motion to accept Westex Capital for gas, Propane and diesel.				
R	F		Motion to accept Amistad Snacks for Coffee services.				
N	F		Motion to accept DS Waters for water.				
N	F		Uniforms and Janitorial Services were tabled until after Executive Session.				

2. Discussion and possible action regarding the payment of executed purchases not Complying with current purchasing policy.

ORDER  
#16-412

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
N	R		Motion to Approve as presented.		EVV, R, O, F		

3. Discussion and possible action regarding the payment of mileage for two individual to specific conference.

ORDER  
#16-413

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
R	N		Motion to Approve as presented.		EVV, R, O, N, F		

4. Discussion and possible action regarding the Vista SG sole source letter.

ORDER  
#16-414

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
R	N		Motion to Approve as presented.		EVV, R, O, N, F		

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

Discussion and possible action regarding the copier contract for the Commissioner's Office.

**ORDER**

#16-415

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
N	O		Purchase option costs \$1,480 and \$58 a month	EVV, R, O, N, F			
			Motion to approve purchase and if no money in				
			Capital outlay, then split cost between the 4				
			Commissioners.				

5. Discussion and possible action regarding the expense for the publishing of the updated Personnel policy manual.

**ORDER**

#16-416

MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
			No Action was taken.				

**Sergio Gonzalez, County Court-at-Law Judges**

6. Discussion and possible action accepting grant award for the DWI/Drug Specialty Court.

**ORDER**

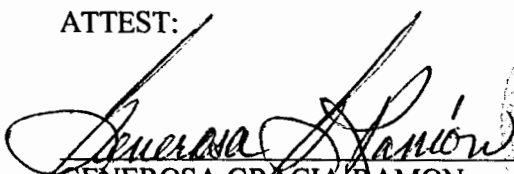
#16-417

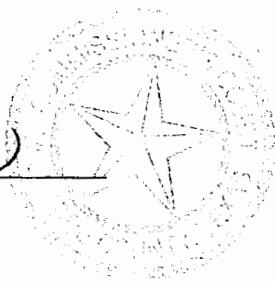
MOTION	2 ND	PRCT	OWNER/PROPERTY DESCRIPTION	ACCEPT	AYES	NOES	ABST
N	F		Motion to Approve as presented.		EVV, R, N, F	O	

The foregoing, recorded in Volume 47, pages 363-569, inclusive, was on this the 9<sup>th</sup> day of January A.D. 2017, read and is hereby **APPROVED**.

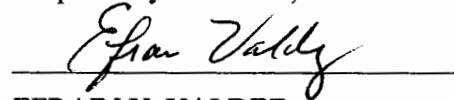
Our next Regular Commissioners Court Meeting will be October 11, 2016, @ 9:00 a.m.; **Agenda Items are due Wednesday, October 5, 2016 @ 12:00 noon.**

ATTEST:

  
 GENEROSA GRACIA-RAMON  
 COUNTY CLERK



Respectfully submitted,

  
 EFRAIN V. VALDEZ  
 COUNTY JUDGE

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM RAMON=R; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

*County of Val Verde*



**Efrain V. Valdez**

*County Judge*

P.O. Box 4250  
Del Rio, TX 78841  
Email: evaldez@valverdecountry.org

Phone (830) 774-7501  
Fax (830) 775-9406

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**  
**September 2016 REGULAR TERM**

**Old County Court at Law  
207 B East Losoya Street  
Del Rio, TX**

**September 12, 2016 at 9:00 AM**

1. Call to order.
2. Determination that a quorum is present.
3. Pledge of allegiance.
4. Approval of minutes from previous meetings.
5. Citizen's Comments.

**NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS  
WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL  
VERDE COUNTY COMMISSIONERS COURT:**

**Efrain Valdez, County Judge**

6. Presentation of Tax Notes by Bond Consul.

- A. CONSIDERATION OF BIDS RELATING TO THE SALE OF OBLIGATIONS DESIGNATED AS "VAL VERDE COUNTY, TEXAS TAX NOTES, SERIES 2016" CONSIDERATION AND APPROVAL OF FINANCIAL ADVISOR'S RECOMMENDATION CONCERNING THIS MATTER; AND OTHER MATTERS IN CONNECTION THEREWITH
  - B. CONSIDERATION AND APPROVAL OF AN ORDER BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS AUTHORIZING THE ISSUANCE OF "VAL VERDE COUNTY, TEXAS TAX NOTES, SERIES 2016", LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE NOTES; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE NOTES; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE AND INVESTMENT LETTER, AND A PRIVATE PLACEMENT AGREEMENT; COMPLYING WITH THE REQUIREMENTS OF THE DEPOSITORY TRUST COMPANY'S LETTER OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE
- 
- 7. Adoption of budget for 2016-2017 fiscal year.
  - 8. Adoption of tax rates for 2016-2017 fiscal year.
  - 9. Lupita Galindo, Chairperson from Val Verde County Child Welfare Board submits the name of Gustavo V. Alcala and Alexis A. Davis to fill vacancies on the Val Verde County Child Welfare.
  - 10. Progress Report for DEAAG grant – LAFB West Gate.
  - 11. Discussion and possible action on changing the time for the Commissioners Court Meetings.
  - 12. Discussion and possible action on sponsoring the Del Rio High School cheerleaders on purchasing shirts.
  - 13. Discussion and possible action on appointing Mrs. Marta Rodriguez as a county representative for the Whitehead Museum Board.
  - 14. Josefina Balderas, Nutrition Director for the City of Del Rio requesting \$2,087.00 grant from the Val Verde County to apply for the Texas Department of Agriculture Grant – Texans Feeding Texans and approval of Resolution.

P.O. Box 4250 • Del Rio, TX 78841

**Lewis G. Owens, Jr., County Commissioner Pct. #2**

15. Discussion and possible action on lease agreement between Val Verde County and the ABO Youth NFL Flag Football league for the use of the 60 acre fields (September 18, 2016-November 6, 2016).
16. Discussion and possible action on lease agreement between Val Verde County and the Del Rio Youth Soccer league for the use of the 60 acre fields (September 13, 2016-December 10, 2016).
17. Discussion and possible action on the lease agreement between Val Verde County and the Del Rio 4x4 Mud racing on ( October 22, 2016).

**Generosa Gracia-Ramon**

18. Discussion and possible action on Resolution from Comstock I.S.D requesting a joint election with Val Verde County for the November 8, 2016 General Election.

**Joe Frank Martinez, County Sheriff**

19. Discussion and possible action on requesting authorization to accept the 2016 Sheriff's and Constables' Fees report.
20. Discussion and possible action regarding the authorization to purchase the following from capital outlay.

Computer Server	\$9,500.00 Sheriff
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**Jerry Rust, County Fire Chief**

21. Discussion and possible action upon requesting permission to accept donations in total amount of \$600.00 for Val Verde County Fire Rescue from:
  - Frank Larson- \$200.00
  - Kim Canseco- \$200.00
  - Lonnie Ricks- \$200.00

**Aaron Rodriguez, County Treasurer**

22. Monthly Treasurer's Report.

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**Juanita Barrera, County HR Director**

23. Discussion and possible action on the approval and adoption of Exempt Status List.
24. Discussion and possible action on the approval and adoption of updated Personnel Policy Manual.
25. HR monthly report.
- A. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Julio DeHoyos, Deputy Sheriff with an annual salary of \$31,125.00 effective August 1, 2016. Mr. DeHoyos is replacing Daisy Mireles, who was terminated.
  - B. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Warren Siller, Communications Operator, effective July 30, 2016. Mr. Siller resigned.
  - C. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Arturo Gongora, Communications Operator, effective August 11, 2016. Mr. Gongora resigned.
  - D. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Mercedes Underwood, Deputy Sheriff, effective September 2, 2016. Ms. Underwood resigned.
  - E. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Sarai Perez, Telecommunications Opr. With an annual salary of \$20,750.00 effective September 6, 2016. Mr. Perez is replacing Arturo Gongora, who resigned.
  - F. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Debra Draper, Telecommunications Opr. With an annual salary of \$20,750.00 effective September 6, 2016. Ms. Draper is replacing Warren Siller, who resigned.
  - G. Joe Frank Martinez, Sheriff, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Pedro Garcia III, Sheriff Deputy, with an annual salary of \$31,125.00 effective September 6, 2016. Mr. Garcia is replacing Mercedes Underwood, who resigned.
  - H. Efrain Valdez, County Judge, requesting Mr. Frank Lowe, County Auditor start issuing checks to Debra Esser, Grant Projects Director, with a monthly salary of \$200.00 effective August 11, 2016.



- I. Graciela Monday, Librarian, requesting to have Mr. Frank Lowe, start issuing checks to Jaqueline Gonzalez, Part-Time Librarian I. She is promoting from a temporary summer helper to a permanent part-time employee with no change in pay effective August 15, 2016. Ms. Gonzalez is replacing Beatrice Navarro who promoted to a full position.
- J. Commissioner Lewis Owens, Pct. 2, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Andy Contreras, Maintenance Worker, effective August 5, 2016. Mr. Contreras was terminated.
- K. Commissioner Lewis Owens, Pct. 2 requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Francisco Cerna, Maintenance/Carpenter with an annual salary of \$21,787.50 effective August 16, 2016. Mr. Cerna is replacing Luis Martinez, who retired.
- L. Commissioner Ramiro Ramon, Pct. 1, requesting Mr. Frank Lowe, County Auditor stop issuing checks to Victor Villarreal, Driver, effective August 18, 2016. Mr. Villarreal was terminated.
- M. Generosa Ramon, County Clerk, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Michael Ramirez, Deputy Clerk I, effective August 26, 2016. Mr. Ramirez resigned.
- N. Jerry Rust, Fire Chief requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Vince Valadez, Assistant Fire Supervisor with an annual salary of \$30,000.00 effective August 22, 2016. Mr. Valdez has been promoted to fill the vacant position left by Chad Shafer who resigned.
- O. Jerry Rust, Fire Chief, requesting to have Mr. Frank Lowe, County Auditor start issuing checks to Alfonso Carranza, Fire Fighter I with an annual salary of \$28,000.00 effective August 22, 2016. Mr. Carranza is replacing Gailea Willis, who resigned.
- P. Commissioner Robert Nettleton, Pct. 3, requesting to have Mr. Frank Lowe, County Auditor stop issuing checks to Juventino Cuellar, Lt. Equipment Operator, effective September 9, 2016. Mr. Cuellar has retired.

**Frank Lowe, County Auditor**

26. Monthly Auditor's Report.

27. Discussion and possible action requesting approval of credit cards from Master Card & PICO for travel & fuel to be issued to the new County Auditor.

P.O. Box 4250 • Del Rio, TX 78841

**Ana Markowski Smith, County Attorney**

28. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.
29. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.

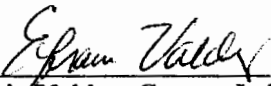
**Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.**

Executive Session items that may result in action in open session thereafter;


30. Approving Subdivision plats.
31. Certificate of compliance.
32. Approving monthly reports from elected officials.
33. Approving bills for payment.
34. Elected official's comments.
35. Judge's comments:
36. Adjourn.

P.O. Box 4250 • Del Rio, TX 78841

Our next Regular Commissioners Court Meeting will be October 11, 2016, @ 9:00 a.m.; **Agenda Items are due Wednesday, October 5, 2016 @ 12: 00 noon.**

  
Efrain Valdez, County Judge  
Val Verde County, Texas

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON:**  
Wednesday, September 7, 2016 at 9:13 AM/PM

2016 SEP - 7 A 9:13  
COUNTY CLERK  
VAL VERDE COUNTY, TEXAS  
BY  DEPUTY

FILED

P.O. Box 4250 • Del Rio, TX 78841

**CERTIFICATE**

I, the undersigned County Clerk, do hereby certify that the above **AGENDA/NOTICE/ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** as posted on the courthouse door of Val Verde County, at a place readily accessible to the general public at all times on the 7<sup>th</sup> day of September, 2016, at 9:13 o'clock a.m. and said **AGENDA/NOTICE/ADDENDUM** remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



  
**Generosa Gracia-Ramon**  
**Val Verde County Clerk**

*County of Val Verde*



**Efrain V. Valdez**  
*County Judge*

P.O. Box 4250  
Del Rio, TX 78841  
Email: evaldez@valverdecountry.org

Phone (830) 774-7501  
Fax (830) 775-9406

**AGENDA/NOTICE**

**VAL VERDE COUNTY COMMISSIONERS COURT**

**ADDENDUM**

**Old County Court-at-Law**  
**207B East Losoya Street**  
**Del Rio, TX**

**August 12, 2016 at 9:00 AM**

**Rogelio Musquiz Jr., County Purchasing Agent**

1. Discussion and possible action regarding the bid submission at 2016-2017 defined term

Purchases of commodities such as fuel, road construction materials, uniforms, janitorial and beverage service.

2. Discussion and possible action regarding the payment of executed purchases not

Complying with current purchasing policy.

3. Discussion and possible action regarding the payment of mileage for two individuals to specific conference.

4. Discussion and possible action regarding the Vista SG sole source Letter.

Discussion and possible action regarding the copier contract for the Commissioner's Office.

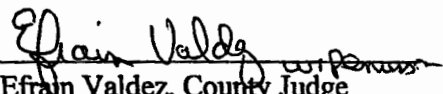
5. Discussion and possible action regarding the expense for the publishing of the updated

Personnel policy manual.

**Sergio Gonzalez, County Court-at-Law Judge**

6. Discussion and possible action accepting grant award for the DWI/Drug Specialty Court.

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

  
Efrain Valdez, County Judge  
Val Verde County, TX.

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON  
Friday, SEPTEMBER 9, 2016 AT 9:30 a.m.

FILED

2016 SEP - 9 A 9:29  
GENERAL COUNCIL CLERK  
VAL VERDE COUNTY CLERK  
BY 10 DEPUTY

**CERTIFICATE**

I, the undersigned County Clerk, do hereby certify that the above **AGENDA/NOTICE/ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** as posted on the courthouse door of Val Verde County, at a place readily accessible to the general public at all times on the 9<sup>th</sup> day of September, 2016, at 9:30 o'clock a.m. and said **AGENDA/NOTICE/ADDENDUM** remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



A handwritten signature in black ink, reading "Generosa Gracia-Ramon". The signature is written in a cursive style with a large, looping initial "G".

**Generosa Gracia-Ramon**  
**Val Verde County Clerk**

DRAFT 8/24/2016

**AN ORDER BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS AUTHORIZING THE ISSUANCE OF "VAL VERDE COUNTY, TEXAS TAX NOTES, SERIES 2016", LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE NOTES; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE NOTES; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE AND INVESTMENT LETTER, AND A PRIVATE PLACEMENT AGREEMENT; COMPLYING WITH THE REQUIREMENTS OF THE DEPOSITORY TRUST COMPANY'S LETTER OF REPRESENTATIONS; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, pursuant to the provisions of Chapter 1431, as amended, Texas Government Code (the *Act*), the Commissioners Court of Val Verde County, Texas (the *Issuer*) is authorized and empowered to issue anticipation notes to pay contractual obligations incurred or to be incurred (i) for the construction of any public works, (ii) for the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for the Issuer's authorized needs and purposes, and (iii) for professional services, including services provided by tax appraisal engineers, engineers, architects, attorneys, auditors, mapmakers, financial advisors, and fiscal agents; and

WHEREAS, in accordance with the provisions of the Act, the County Auditor of the Issuer has recommended and the Commissioners Court hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred for the purpose of providing funds for (i) acquiring, designing, constructing, renovating, repairing, and improving County roads and bridges (including any utilities relocation) and drainage incidental thereto, (ii) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements, and (iii) payment of professional services relating to the aforementioned projects and relating to the issuance of the Obligations; and

WHEREAS, in accordance with the provisions of Section 81.006, as amended, Texas Local Government Code, the Commissioners Court hereby finds and determines that this order was adopted at a regularly scheduled meeting of the Commissioners Court; and

WHEREAS, the Commissioners Court hereby finds and determines that the issuance of anticipation notes is in the best interests of the residents of the Issuer, now, therefore,

BE IT ORDERED BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS THAT:

82463445.4



SECTION 1: Authorization - Designation - Principal Amount - Purpose. General obligation anticipation notes of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of TWO MILLION FIVE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$2,560,000), to be designated and bear the title of "VAL VERDE COUNTY, TEXAS TAX NOTES, SERIES 2016" (the *Obligations*), for the purpose of providing funds to finance the costs of paying contractual obligations to be incurred for Obligations are being issued pursuant to the Order for the purpose of providing funds for (i) acquiring, designing, constructing, renovating, repairing, and improving County roads and bridges (including any utilities relocation) and drainage incidental thereto, (ii) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements, and (iii) payment of professional services relating to the aforementioned projects and relating to the issuance of the Obligations; all in conformity with the laws of the State of Texas, pursuant to the provisions of Chapter 1431, as amended, Texas Government Code and an order finally adopted by the Commissioners Court on September 12, 2016.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Dated Date. The Obligations shall be issued as fully registered obligations, without coupons, shall be dated September 1, 2016 (the *Dated Date*) and shall be in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof (within a Stated Maturity), shall be lettered "R-" and numbered consecutively from One (1) upward and principal shall become due and payable on August 15 in each of the years and in amounts (the *Stated Maturities*) and bear interest at the rates per annum in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2017	335,000	
2018	345,000	
2019	355,000	
2020	365,000	
2021	375,000	
2022	385,000	
2023	400,000	

The Obligations shall bear interest on the unpaid principal amounts from the Closing Date (hereinafter defined), or from the most recent Interest Payment Date to which interest has been paid or duly provided for to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Obligations shall be payable on February 15 and August 15 in each year, commencing February 15, 2017 (the *Interest Payment Date*), while the Obligations are Outstanding.

SECTION 3: Payment of Obligations - Paying Agent/Registrar. The principal of, premium, if any, and interest on the Obligations, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts,

and such payment of principal of, premium, if any, and interest on the Obligations shall be without exchange or collection charges to the Holder (as hereinafter defined) of the Obligations.

The selection and appointment of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Obligations is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Obligations, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times while the Obligations are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Obligations by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Obligations, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Obligations appearing on the Security Register (the *Holder* or *Holders*) maintained on behalf of the Issuer by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest on the Obligations, (ii) on the date of surrender of the Obligations for purposes of receiving payment of principal thereof and redemption premium thereon, if any, upon redemption of the Obligations or at the Obligations' Stated Maturity, and (iii) on any date for any other purpose. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of an Obligation for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Obligations shall be payable only upon presentation and surrender of the Obligations to the Paying Agent/Registrar at its corporate trust office (provided, however, with respect to principal payments prior to the final Stated Maturity, the Obligations need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest on the Obligations shall be paid to the Holder whose name appears in the Security Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Obligations (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such

other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Obligations shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Obligations was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of an Obligation appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

#### SECTION 4: Redemption.

A. Optional Redemption of Obligations. The Obligations having Stated Maturities on and after August 15, 20\_\_ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on August 15, 20\_\_ or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

B. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Obligations (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Obligations, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem the Obligations shall be entered in the minutes of the governing body of the Issuer.

C. Selection of Obligations for Redemption. If less than all Outstanding Obligations of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Obligations to be redeemed, provided that if less than the entire principal amount of a Obligation is to be redeemed, the Paying Agent/Registrar shall treat such Obligation then subject to redemption as representing the number of Obligations Outstanding which is obtained by dividing the principal amount of such Obligation by \$5,000.

D. Notice of Redemption. Not less than thirty (30) days prior to the redemption date for the Obligations, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the Issuer and at the Issuer's

expense, by the Paying Agent/Registrar to each Holder of an Obligation to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the time such notice of redemption is mailed, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Obligations, (ii) identify the Obligations to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Obligations, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Obligations, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

If an Obligation is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given as hereinabove provided, such Obligation (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Obligations (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Obligation (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Obligations shall not be deemed to be Outstanding.

E. Transfer/Exchange of Obligations. Neither the Issuer nor the Paying Agent/Registrar shall be required to transfer or exchange any Obligations called for redemption, in whole or in part, during a period beginning forty-five (45) days prior to the redemption date; provided, however such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Obligation which is subject to partial redemption.

SECTION 5: Execution - Registration. The Obligations shall be executed on behalf of the Issuer by the County Judge under the seal of the Commissioners Court reproduced or impressed thereon, countersigned by the County Clerk, and registered by the County Treasurer. The signature of any of said officers on the Obligations may be manual or facsimile. Obligations bearing the manual or facsimile signatures of individuals who were, at the time of the Dated Date, the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Obligations to the Purchasers (hereinafter defined) and with respect to Obligations delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Obligation shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Obligation either a certificate of

registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Obligation shall be conclusive evidence, and the only evidence, that such Obligation has been duly certified or registered and delivered.

SECTION 6: Registration - Transfer - Exchange of Obligations - Predecessor Obligations. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Obligations, or, if appropriate, the nominee thereof. Any Obligation may, in accordance with its terms and the terms hereof, be transferred or exchanged for Obligations of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Obligation to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Obligation at the corporate trust office of the Paying Agent/Registrar, the Issuer shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Obligations of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Obligation or Obligations surrendered for transfer.

At the option of the Holder, Obligations may be exchanged for other Obligations of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Obligations surrendered for exchange upon surrender of the Obligations to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Obligations are so surrendered for exchange, the Issuer shall execute, and the Paying Agent/Registrar shall register and deliver, the Obligations to the Holder requesting the exchange.

All Obligations issued upon any transfer or exchange of Obligations shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Obligations surrendered upon such transfer or exchange.

All transfers or exchanges of Obligations pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Obligations canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Obligations, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Obligation or Obligations registered and

delivered in the exchange or transfer therefor. Additionally, the term Predecessor Obligations shall include any Obligation registered and delivered pursuant to Section 17 in lieu of a mutilated, lost, destroyed, or stolen Obligation which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Obligation.

SECTION 7: Initial Obligations. The Obligations herein authorized shall be issued initially either as a fully registered Obligation in the total principal amount of \$2,560,000 with principal installments to become due and payable as provided in Section 2 and numbered T -1, (the *Initial Obligations*), and the Initial Obligations shall be registered in the name of the Purchasers or the designee thereof. The Initial Obligation(s) shall be the Obligations submitted to the Office of the Attorney General of the State of Texas for approval and certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas. At any time after the delivery of the Initial Obligation(s) to the Purchasers, the Paying Agent/Registrar, upon written instructions from the Purchasers, or their designee, shall cancel the Initial Obligation(s) delivered hereunder and exchange therefor definitive Obligations of like kind and of authorized denominations, Stated Maturities, principal amounts, and bearing applicable interest rates for transfer and delivery to the Holders named and at the addresses identified therefor; all in accordance with and pursuant to such written instructions from the Purchasers, or their designee, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: FORMS.

A. Forms Generally. The Obligations, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Obligations shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Obligations, or any Stated Maturities thereof, are insured and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing the Obligations as evidenced by their execution thereof. Any portion of the text of any Obligation may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Obligation.

The definitive Obligations shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Obligations as evidenced by their execution thereof, but the Initial Obligation(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

*[The remainder of this page intentionally left blank.]*

B. Form of Definitive Obligation.

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

United States of America  
State of Texas  
VAL VERDE COUNTY, TEXAS  
TAX NOTE, SERIES 2016

Dated Date	Interest Rate:	Stated Maturity:	CUSIP NO:
September 1, 2016	_____	_____	_____

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

Val Verde County, Texas (the *Issuer*), a body corporate and a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above (or so much as shall not have been paid upon prior redemption), or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above and to pay interest on the unpaid Principal Amount hereof from the Closing Date, or from the most recent interest payment date to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or to Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year commencing February 15, 2017.

Principal and premium, if any, on this Obligation shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender (provided, however, with respect to principal payments prior to the final Stated Maturity, the Obligations need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar), at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Obligation (or one or more Predecessor Obligations, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each interest payment date. All payments of principal of and interest on this Obligation shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.



This Obligation is one of the series specified in its title issued in the aggregate principal amount of \$2,560,000 (the *Obligations*) pursuant to an order adopted by the governing body of the Issuer (the *Order*), for the purpose of providing funds to finance the costs of paying contractual obligations to be incurred for (i) acquiring, designing, constructing, renovating, repairing, and improving County roads and bridges (including any utilities relocation) and drainage incidental thereto, (ii) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements, and (iii) payment of professional services relating to the aforementioned projects and relating to the issuance of the Obligations.

As specified in the Order, the Obligations having Stated Maturities on and after August 15, 20\_\_ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on August 15, 20\_\_ or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Order. If this Obligation is subject to prior redemption and is of a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, upon the surrender of this Obligation to the Paying Agent/Registrar at its corporate trust office there shall be issued to the Holder hereof, without charge therefor, for the then unredeemed balance of the principal sum hereof, a new Obligation or Obligations of like Stated Maturity and interest rate in any authorized denominations provided by in the Order.

If this Obligation (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Obligation (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable thereon from and after the redemption date on the principal amount scheduled to be redeemed. If this Obligation is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Obligation, within forty-five (45) days from the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of an Obligation that is redeemed in part.

The Obligations of this series are payable from the proceeds of an annual ad valorem tax levied upon all taxable property within the Issuer within the limitations prescribed by law.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Obligations; the terms and conditions relating to the transfer or exchange of the Obligations; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and



obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Obligation may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Order. Capitalized terms used herein have the same meanings assigned in the Order.

This Obligation, subject to certain limitations contained in the Order, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Obligations of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Obligation as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity, or redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, represented, and declared that the Issuer is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Obligations is duly authorized by law, that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Obligation in order to render the same a legal, valid, and binding obligation of the Issuer have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Obligations does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Obligations by the levy of a tax as aforestated. In case any provision in this Obligation or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Obligation and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the Commissioners Court of the Issuer has caused this  
Obligation to be duly executed under its official seal of its Commissioners Court.

VAL VERDE COUNTY, TEXAS

By: \_\_\_\_\_  
County Judge

COUNTERSIGNED:

REGISTERED:

\_\_\_\_\_  
County Clerk and Ex-Officio Clerk of the  
Commissioners Court

\_\_\_\_\_  
County Treasurer

(SEAL OF THE COMMISSIONERS COURT)

*[The remainder of this page intentionally left blank.]*

C. \*Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Obligations Only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §  
PUBLIC ACCOUNTS §  
§ REGISTER NO. \_\_\_\_\_  
THE STATE OF TEXAS §

I HEREBY CERTIFY that this Obligation has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

D. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Obligations Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Obligation has been duly issued under the provisions of the within-mentioned Order; the Obligation or Obligations of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date:

\_\_\_\_\_, \_\_\_\_\_,  
as Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto  
(Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_

(Social Security or other identifying number): \_\_\_\_\_  
the within Obligation and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_ attorney to transfer the within Obligation on the books kept for  
registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

NOTICE: The signature on this assignment must  
correspond with the name of the registered owner as it  
appears on the face of the within Obligation in every  
particular.

Signature guaranteed:

\_\_\_\_\_

F. The Initial Obligations shall be in the respective forms set forth in paragraph B of  
this Section, except that the form of a single fully registered Initial Obligation shall be modified  
as follows:

- (i) immediately under the name of the Obligation(s) the headings "Interest  
Rate" and "Stated Maturity" shall both be completed "as shown below";
- (ii) the first two paragraphs shall read as follows:

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_

Val Verde County, Texas (the *Issuer*), a body corporate and a political subdivision of the  
State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to  
the order of the Registered Owner named above, or the registered assigns thereof, the Principal  
Amount specified above on fifteenth day of August in each of the years and in principal amounts  
and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amounts (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
-------------------------------------------	-----------------------------------------	-------------------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about September 28, 2016), or from the most recent interest payment date to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2017.

Principal, and premium if any, of this Obligation shall be payable at its Stated Maturity or prior redemption to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, at the corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the *Paying Agent/Registrar*) (provided, however, with respect to principal payments prior to the final Stated Maturity, the Obligations need not be surrendered to the Paying Agent/Registrar, who will merely document this payment on an internal ledger maintained by the Paying Agent/Registrar). Interest shall be payable to the Holder of this Obligation whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each interest payment date. All payments of principal of and interest on this Obligation shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

*[The remainder of this page intentionally left blank.]*

G. Insurance Legend. If bond insurance is obtained by the Issuer or the Purchasers for the Obligations, the Definitive Obligations and the Initial Obligations shall bear an appropriate legend as provided by the insurer.

SECTION 9: Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 19 and 36 of this Order have the meanings assigned to them in such Sections, and all such terms include the plural as well as the singular; (ii) all references in this Order to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Officials* shall mean the County Judge, County Treasurer, County Clerk, and/or the County Auditor.

B. The term *Closing Date* shall mean the date of physical delivery of the Initial Obligations in exchange for the payment in full by the Purchasers.

C. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the Issuer as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

D. The term *Depository* shall mean an official depository bank of the Issuer.

E. The term *Government Securities*, as used herein, shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Obligations.

F. The term *Holder* or *Holders* shall mean the registered owner, whose name appears in the Security Register, for any Obligation.

G. The term *Interest Payment Date* shall mean the date interest is payable on the Obligations, being February 15 and August 15 of each year, commencing February 15, 2017, while any of the Obligations remain Outstanding.

H. The term *Issuer* shall mean Val Verde County, Texas, and, where appropriate, the Commissioners Court of the Issuer.

I. The term *Obligation Fund* shall mean the special Fund created and established by the provisions of Section 10 of this Order.

J. The term *Obligations* shall mean the \$2,560,000 "VAL VERDE COUNTY, TEXAS TAX NOTES, SERIES 2016" authorized by this Order.

K. The term *Order* shall mean this order finally adopted by the Commissioners Court of the Issuer on September 12, 2016.

L. The term *Outstanding* when used in this Order with respect to Obligations shall mean, as of the date of determination, all Obligations issued and delivered under this Order, except:

(1) those Obligations canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Obligations for which payment has been duly provided by the Issuer in accordance with the provisions of Section 21 of this Order; and

(3) those Obligations that have been mutilated, destroyed, lost, or stolen and replacement Obligations have been registered and delivered in lieu thereof as provided in Section 17 of this Order.

M. The term *Purchasers* shall mean the initial purchasers of the Obligations named in Section 18 of this Order.

N. The term *Stated Maturity* shall mean the annual principal payments of the Obligations payable on August 15 of each year, as set forth in Section 2 of this Order.

SECTION 10: Obligation Fund - Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Obligations, there shall be and is hereby created a special Fund to be designated "TAX NOTES, SERIES 2016, INTEREST AND SINKING FUND" (the *Obligation Fund*), which Fund shall be kept and maintained at the Depository, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 19. Authorized Officials of the Issuer are hereby authorized and directed to make withdrawals from the Obligation Fund sufficient to pay the principal of, premium, if any, and interest on the Obligations as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from

money on deposit in the Obligation Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Obligations, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Obligations.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund or account established or described by this Order, at the option of the Issuer, may be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments in the Obligation Fund shall be made in such a manner that the money required to be expended from the Obligation Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund or account established or described pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund or account. All such investments shall be sold promptly when necessary to prevent any default in connection with the Obligations.

SECTION 11: Tax Levy. To provide for the payment of the Debt Service Requirements on the Obligations being (i) the interest on the Obligations and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Obligations or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the Issuer, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Obligation Fund and are thereafter pledged to the payment of the Obligations. The Commissioners Court hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the Issuer for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

SECTION 12: Deposits to Obligation Fund - Surplus Obligation Proceeds. The Issuer hereby covenants and agrees to cause to be deposited in the Obligation Fund prior to a principal and interest payment date for the Obligations, from the annual levy of an ad valorem tax or from



other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Obligations as the same accrues or matures or comes due by reason of Stated Maturity.

Accrued interest, if any, received from the Purchasers of the Obligations shall be deposited to the Obligation Fund. In addition, any surplus proceeds from the sale of the Obligations, including investment income thereon, not expended for authorized purposes shall be deposited in the Obligation Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes.

SECTION 13: Security of Funds. All money on deposit in the Funds for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Order.

SECTION 14: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Obligation Fund or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Obligations shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the Issuer and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 15: Notices to Holders - Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 16: Cancellation. All Obligations surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Obligations previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Obligations so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Obligations held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 17: Mutilated, Destroyed, Lost, and Stolen Obligations. If (1) any mutilated Obligation is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Obligation, and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Obligation has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Obligation, a new Obligation of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Obligation has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Obligation, pay such Obligation.

Upon the issuance of any new Obligation or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Obligation issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Obligation shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Obligation shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Obligations.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Obligations.

SECTION 18: Sale of Obligations – Approval of Purchase Contract –Use of Proceeds. The Obligations authorized by this Order are hereby sold by the Issuer to \_\_\_\_\_, \_\_\_\_\_ (the *Purchasers*, and having all the rights, benefits, and obligations of a Holder) in accordance with the provisions of a Purchase and Investment Letter dated September 12, 2016 (the *Purchase Contract*) attached hereto as Exhibit B and incorporated hereby by reference as a part of this Order for all purposes. The Initial Obligation shall be registered in the name of \_\_\_\_\_. The pricing and terms of the sale of the

Obligations are hereby found and determined to be the most advantageous reasonably obtainable by the County. The County Judge and/or County Clerk are hereby authorized and directed to execute the Purchase Contract for and on behalf of the Issuer and as the act and deed of the Commissioners Court, and in regard to the approval and execution of the Purchase Contract, the Commissioners Court hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Obligations to the Purchasers shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Purchase Contract.

Proceeds from the sale of the Obligations shall be applied as follows:

(1) Accrued interest, if any, received from the Purchasers shall be deposited into the Obligation Fund.

(2) The balance of the proceeds derived from the sale of the Obligations (after paying costs of issuance) shall be deposited into the special construction account or accounts created for the projects to be acquired or constructed with the proceeds of the Obligations. This special account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Obligations pending completion of construction or acquisition of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 12 of this Order.

SECTION 19: Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

*Closing Date* shall mean the date of physical delivery of the Initial Obligations in exchange for the payment in full by the Purchasers.

*Code* means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

*Computation Date* has the meaning set forth in Section 1.148-1(b) of the Regulations.

*Gross Proceeds* means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Obligations.

*Investment* has the meaning set forth in Section 1.148-1(b) of the Regulations.

*Nonpurpose Investment* means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Obligations are invested and which is not acquired to carry out the governmental purposes of the Obligations.

*Rebate Amount* has the meaning set forth in Section 1.148-1(b) of the Regulations.

*Regulations* means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Obligations. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

*Yield of*

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Obligations has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The Issuer shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Obligation to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Issuer receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Obligation, the Issuer shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent that it will not cause the Obligations to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall at all times prior to the last Stated Maturity of Obligations:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Obligations, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Obligations or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Issuer or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent that it will not cause the Obligations to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the Issuer shall not use Gross Proceeds of the Obligations to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent that it will not cause the Obligations to become "arbitrage bonds" within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not at any time prior to the final Stated Maturity of the Obligations directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Obligations.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the Issuer shall not take or omit to take any action which would cause the Obligations to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The Issuer shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder or except to the extent the Issuer complies with Subsection J of this Section:

(1) The Issuer shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Obligation is discharged. However, to the extent permitted by law, the Issuer may commingle Gross Proceeds of the Obligations with other money of the Issuer, provided

that the Issuer separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Issuer shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The Issuer shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Obligations until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Obligations by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Issuer shall pay to the United States out of the Obligation Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Obligations equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Issuer shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the Issuer shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Obligations, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Obligations not been relevant to either party.

J. No Rebate Required. The Issuer need not comply with the covenants and duties imposed by the provisions of Subsection H. of this Section if:

- (1) the Issuer is a governmental unit with general taxing powers;
- (2) 95% of the Net Proceeds of the Obligations and all income from the investment thereof will be used for the governmental activities of the Issuer;

(3) the aggregate face amount, within the meaning of Section 1.148-8(c)(1) of the Regulations, of all debt obligations (other than private activity bonds) issued or expected to be issued by the Issuer or any subordinate entity in the calendar year in which the Obligations are issued is not reasonably expected to exceed \$5,000,000; and

(4) the Issuer otherwise satisfies the requirements of paragraph (4)(c) of section 148(f) of the Code and Section 1.148-8 of the Regulations and rulings thereunder.

K. Obligations Not Hedge Bonds.

(1) The Issuer reasonably expects to spend at least 85% of the spendable proceeds of the Obligations within three years after such Obligations are issued.

(2) Not more than 50% of the proceeds of the Obligations will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

L. Elections. The Issuer hereby directs and authorizes any Authorized Official, either individually or any combination of the foregoing, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Obligations. Such elections shall be deemed to be made on the Closing Date.

M. Qualified Tax-Exempt Obligations. The Issuer hereby designates the Obligations as *qualified tax-exempt obligations* for purposes of section 265(b) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) during the calendar year in which the Obligations are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Obligations, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) the Issuer reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2016 by the Issuer (including any subordinate entities) will not exceed \$10,000,000; and (c) the Issuer will take such action or refrain from such action as is necessary in order that the Obligations will not be considered "private activity bonds" within the meaning of section 141 of the Code.

SECTION 20: Control and Custody of Obligations. The County Judge shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Obligations pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Obligations to the Purchasers.

Furthermore, any Authorized Official, either or all, are hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Obligations, the approval of the Attorney General and their



registration by the Comptroller of Public Accounts and, together with the Issuer's financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Obligations to the Purchasers and the initial exchange thereof for definitive Obligations.

SECTION 21: Satisfaction of Obligation of Issuer. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Obligations, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the Issuer to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Obligations, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Obligations or the principal amount(s) thereof at Stated Maturity, or the redemption date thereof, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have, in the case of a net defeasance, been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Obligations, or the principal amount(s) thereof, on or prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Obligations. In the event of a gross defeasance of the Obligations, the Issuer shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Obligations. The Issuer covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Obligations to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 19 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Obligations, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the Issuer or deposited as directed by the Issuer. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Obligations and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Obligations such money was deposited and is held in trust to pay shall upon the request of the Issuer be remitted to the Issuer against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Obligations that is made in conjunction with the payment arrangements specified in (i) or (ii) above shall not be irrevocable, provided that: (1) in



the proceedings providing for such defeasance, the Issuer expressly reserves the right to call the defeased Obligations for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Obligations immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notice that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Obligations, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Obligations.

SECTION 22: Printed Opinion. The Purchasers' obligation to accept delivery of the Obligations is subject to its being furnished a final opinion of Norton Rose Fulbright US LLP, San Antonio, as Bond Counsel, approving certain legal matters as to the Obligations, this opinion to be dated and delivered as of the date of initial delivery and payment for such Obligations. Printing of a true and correct copy of this opinion on the reverse side of each of the Obligations, with appropriate certificate pertaining thereto executed by facsimile signature of the County Clerk of the Issuer is hereby approved and authorized.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Obligations. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Obligations shall be of no significance or effect as regards the legality thereof, and neither the Issuer nor attorneys approving said Obligations as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Obligations.

SECTION 24: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 25: Order a Contract - Amendments - Outstanding Obligations. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Obligations. This Order shall constitute a contract with the Holders from time to time, shall be binding on the Issuer and its successors and assigns, and shall not be amended or repealed by the Issuer so long as any Obligation remains Outstanding except as permitted in this Section. The Issuer may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Obligations then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Obligations, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, or interest on the Obligations, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Obligations, (2) give any preference to any Obligation over any other Obligation, or (3) reduce the aggregate principal amount of Obligations required for consent to any such amendment, addition, or rescission.

SECTION 26: Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, Bond Counsel,

Paying Agent/Registrar, the Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, Bond Counsel, the Paying Agent/Registrar, the Purchasers, and the Holders.

SECTION 27: Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

SECTION 28: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 29: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 30: Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commissioners Court hereby declares that this Order would have been enacted without such invalid provision.

SECTION 31: Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Commissioners Court.

SECTION 32: Authorization of Paying Agent/Registrar Agreement and Private Placement Agreement. The Commissioners Court of the Issuer hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Obligations. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Order. In addition, the Commissioners Court hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Private Placement Agreement, in the form attached hereto as Exhibit C, concerning certain aspects of the delivery of the Obligations and the purchase thereof. In addition, the Commissioners Court hereby ratifies in all respects any and all action heretofor taken thereunder, or obligations incurred thereunder by any Issuer representative as the act and deed of the Issuer for all purposes.

SECTION 33: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is finally adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 34: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 35: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Obligation or for any claim based thereon or on this Order against any official of the Issuer or any person executing any Obligation.

SECTION 36: Continuing Disclosure Undertaking.

*Definitions.* As used in this Section, the following terms have the meanings ascribed to such terms below:

*Rule* means SEC Rule 15c2-12, as amended from time to time.

*SEC* means the United States Securities and Exchange Commission.

The Obligations are being sold pursuant to a private placement with the Purchasers, generally in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, to less than thirty-five sophisticated investors, and therefore SEC Rule 15c2-12 is not applicable to the offering of the Obligations. Accordingly, no contract to provide continuing disclosure information after the issuance of the Obligations has been made by the Issuer with investors.

SECTION 37: Book-Entry Only System.

The Obligations may initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Obligations shall be issued (following cancellation of the Initial Obligations described in Section 7) in the form of a separate single definitive Obligation. Upon issuance, the ownership of each such Obligation shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Obligations shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit D (the *Representation Letter*).

With respect to the Obligations registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Obligations from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Obligations (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar

shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Obligations, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Obligations, as shown on the Security Register, of any notice with respect to the Obligations, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of an Obligation, of any amount with respect to principal of, premium, if any, or interest on the Obligations. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive an Obligation evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Obligations that they be able to obtain certificated Obligations, the Issuer shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Obligations shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Obligations shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Obligations may be registered in whatever name or names the Holders of Obligations transferring or exchanging the Obligations shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Obligation is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Obligation and all notices with respect to such Obligation shall be made and given, respectively, in the manner provided in the Representation Letter.

**SECTION 38: Further Procedures.** The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Obligations, the Paying Agent/Registrar Agreement, and the Purchase Contract. In addition, prior to the initial delivery of the Obligations, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order, (ii) obtain a rating from any

of the national bond rating agencies, or (iii) obtain the approval of the Obligations by the Texas Attorney General's office. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Accounting Reports. The Issuer shall provide annually to the Purchasers for so long as it is the holder of the Obligations, within 210 days after the end of each fiscal year ending in or after 2016, financial information and operating data with respect to the Issuer; provided that such financial statements so to be provided shall be (1) prepared in accordance with the generally accepted accounting principles, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to Texas law or regulations, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Issuer shall provide (1) unaudited financial statements for the applicable fiscal year within 210 days after the end of such fiscal year, and (2) audited financial statements for the applicable fiscal year to the Purchaser when and if the audit report on such statements become available.

SECTION 40: County's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the County hereby consents to and authorizes any Authorized Representative, Bond Counsel to the County, and/or Financial Advisor to the County to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Obligations; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Obligations.

SECTION 41: Effective Date. This Order shall be in force and effect from and after its final passage, and it is so ordered.

*[The remainder of this page left intentionally blank.]*

PASSED AND ADOPTED on the 12th day of September, 2016.

VAL VERDE COUNTY, TEXAS

---

County Judge

ATTEST:

---

County Clerk and Ex-Officio Clerk of  
the Commissioners Court

(SEAL OF COMMISSIONERS COURT)

Exhibit A – Paying Agent/Registrar Agreement  
Exhibit B – Purchase Contract  
Exhibit C – Private Placement Agreement  
Exhibit D – DTC Letter of Representations

**EXHIBIT A**

**Paying Agent/Registrar Agreement**

See Tab No. \_\_

82463445.4

A-1

**VOL. 47 PAGE 417**

**EXHIBIT B**

Purchase Contract

See Tab No. \_\_

82463445.4

B-1



**EXHIBIT C**

Private Placement Agreement

See Tab No. \_\_

82463445.4

C-1

**VOL. 47 PAGE 419**

**EXHIBIT D**

DTC Letter of Representations

See Tab No. \_\_

82463445.4

D-1

**VOL. 47 PAGE 420**

APPLICATION FOR CHILD WELFARE BOARD  
VAL VERDE COUNTY CHILD WELFARE BOARD

173 Wildcat Dr.  
Del Rio, TX 78840  
830-774-5675 ext 0

Chg  
- OM  
P6  
12R

Date: Dec 14/2011

Name Alcala Gustavo V Date of Birth [REDACTED]  
Last First M.I.

Business Phone 830-775-7481 Home Phone [REDACTED] Cell Phone [REDACTED]

E-mail address [REDACTED]

Address [REDACTED] Del Rio State TX Zip 78840

Are you currently employed? X Full/Part- Time [REDACTED]

Where? Cecil McKissack Occupation Sales How Long? 1997 - present

Will you be able to attend meetings during the AM or PM? Depends on time

Will you sell Raffle tickets? Yes X or No [REDACTED]

Please list any experience with children and adolescents, any previous volunteer experience, any previous applicable work experience and/or affiliations with any community organizations (e.g., churches, clubs, etc.)

State Certified nurse for mentally ill Civic organizations -

American Little League, Babe Ruth League, International Council Neighbor

Council, S.F. Union Club, United Civic Organz, Brown Plaza Association

G.F. Forum, 63th Judicial District Child Advocate

Please list any special skills, training or abilities (including any additional language you may speak.)

Spanish as a second language

In my opinion I am physically and emotionally capable of carrying out the volunteer assignment.

Yes X No [REDACTED]

Reason for Volunteering: I have Always wanted to be  
a member of such the Child Welfare Board I  
bring experience to the organization I want to help  
the children of Val Verde County and surrounding counties,  
that need the help.

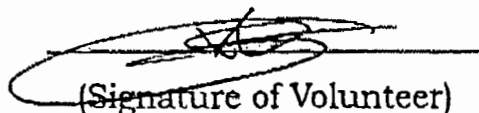
CONFIDENTIALITY AGREEMENT FOR VOLUNTEERS

VAL VERDE COUNTY  
CHILD WELFARE BOARD

Except for certain specified circumstances, Texas Law and Federal regulations require that all facility records which directly or indirectly identify a client, a former client or potential of any Texas Department of Protective and Regulatory Services facility, shall be kept confidential.

I understand that violation of this confidentiality requirement can result in immediate dismissal from my duties as a volunteer at this facility, subject to the discretion of the Director of Community Relations.

I agree to conform to all rules and regulations of the Department and the Facility to the best of my ability, and to respect the confidential nature of all case records and my personal contacts with clients.

  
(Signature of Volunteer)

Dec / 14 / 2014  
(Date)

MF PB CM des  
AD

APPLICATION FOR CHILD WELFARE BOARD

CHILD PROTECTIVE SERVICES

173 Wildcat Dr.  
Del Rio, TX 78840  
830-774-5675 ext 0

LL

Date: 8-2-16

Name Davis Alexis A Date of Birth [REDACTED]  
Last First M.I.

Business Phone \_\_\_\_\_ Home Phone \_\_\_\_\_ Cell Phone [REDACTED]

E-mail address [REDACTED]

Address [REDACTED] City Del Rio State TX Zip 78840

Are you currently employed? Yes Full/Part-Time Part-Time

Where? Amistad Bank Occupation Loan Processor How Long? 8 months

Will you be able to attend meeting's during the AM or PM? P.M.

Will sell Raffle tickets? Yes ☒ or No \_\_\_\_\_

Please list any experience with children and adolescents, any previous volunteer experience, any previous applicable work experience and/or affiliations with any community organizations (e.g., churches, clubs, etc.)  
Fire Department, Pets Wish, babysitting & my own  
child.

Please list any special skills, training or abilities (including any additional language you may speak.)

Very Tech Savvy w/ computers & microsoft.

In my opinion I am physically and emotionally capable of carrying out the volunteer assignment.

Yes ☒ No \_\_\_\_\_

Reason for Volunteering: volunteer hours & helping children.

CONFIDENTIALITY AGREEMENT FOR VOLUNTEERS

VAL VERDE COUNTY  
CHILD WELFARE BOARD

Except for certain specified circumstances, Texas Law and Federal regulations require that all facility records which directly or indirectly identify a client, a former client or potential of any Texas Department of Protective and Regulatory Services facility, shall be kept confidential.

I understand that violation of this confidentiality requirement can result in immediate dismissal from my duties as a volunteer at this facility, subject to the discretion of the Director of Community Relations.

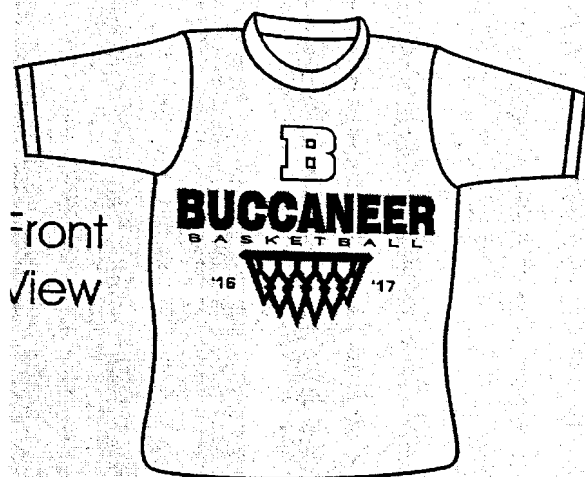
I agree to conform to all rules and regulations of the Department and the Facility to the best of my ability, and to respect the confidential nature of all case records and my personal contacts with clients.



(Signature of Volunteer)

8-2-76

(Date)



#### Prices and Quantities for 16-17

- 3 dozen shirts \$399.99 + 24.99 S/H
- 6 dozen shirts \$629.99 + 34.99 S/H
- 9 dozen shirts \$799.99 + 34.99 S/H
- 12 dozen shirts \$999.99 + 34.99 S/H

T-Shirts are white, 100% cotton, heavyweight.

\* Our price includes all set-up, art, and screen printing charges

The design on the front of the shirts is as shown and is printed in 2 colors.

The sponsor's advertisement is located on the back and is printed in black.

The sponsor's ad space is a 11 1/2 in. x 11 in.

**We look forward to working with you!**

**Yulissa Martinez**

---

**From:** Efrain Valdez <evaldez@valverdecountry.org>  
**Sent:** Thursday, September 01, 2016 8:10 AM  
**To:** ymartinez@valverdecountry.org  
**Subject:** FW: County Rep for Whitehead Museum Board

Please put on the agenda. Thanks

---

**From:** Michael Diaz [mailto:michael.diaz@whiteheadmuseum.org]  
**Sent:** Wednesday, August 31, 2016 3:14 PM  
**To:** Efrain Valdez  
**Subject:** County Rep for Whitehead Museum Board

Judge Valdez,

According to the Whitehead Memorial Museum's By-Laws Article 4, Section 4(b), a representative of the Val Verde County shall sit on the Museum's Board of Trustees. This person must be selected by the governing body of Val Verde County. This person does not need to be a County employee or Commissioner. It may be whoever the Court chooses and agrees on.

Mrs. Marta Rodriguez has come to me and is interested in serving on the museum board as the County Representative. I believe Mrs. Rodriguez will be a great board member as her family has historical ties to Del Rio. She is the granddaughter of Dr. S Rodriguez, the first Hispanic doctor in Del Rio.

Can this matter please be put on the agenda for the next Commissioners Court. If you have any questions, please contact me at 830-774-7568 or on my cell at 830-734-1036.

**Thank you,**  
**Michael Diaz**  
**Director**  
**Whitehead Memorial Museum**  
**1308 S. Main St.**  
**Del Rio, TX 78840**  
**W: (830)774-7568**  
**C: (830)734-1036**

**Confidentiality Notice**

This electronic mail message and any files transmitted with it are intended exclusively for the individual or entity to which it is addressed. Access to this email by anyone else is unauthorized. The message,





NUTRITION/SOCIAL SERVICES FOR THE ELDERLY  
1105 W. DE LA ROSA ST.  
DEL RIO, TX 78840  
(830) 774-8670

September 2, 2016

Honorable Judge Efrain Valdez  
Val Verde County Judge  
Post Office Box 4250  
Del Rio, Texas 78841-4250

Honorable Judge Valdez,

The City of Del Rio is once again in the process of submitting an application for the "Texans Feeding Texans: Home-Delivered Meals Program Grant" through the Texas Department of Agriculture. This grant requires a contribution of \$0.25 per residing senior from the County in which the meals are delivered. At this time we are requesting a contribution from Val Verde County in the amount of \$2,087.00. This contribution will allow us to apply for this grant and thus expand our services.

During the Fiscal Year of 2015-2016 we were awarded \$15,134.45 from the Texas Department of Agriculture. Said monies were used to expand the Home-Delivered meals program to home-bound elderly and the disabled. To date, we have been able to serve 2,085 additional meals with this grant.

With your support it will be possible for the City of Del Rio Nutrition & Social Services for the Elderly Program to apply for this much needed grant and continue to serve the elderly of Val Verde County. Should you need additional information, please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Josefina Balderas", is written over a horizontal line.

Josefina Balderas  
Nutrition Director

CC: Henry Arredondo  
City Manager

Manuel B. Chavez  
Interim Assistant City Manager/Operations Director

Esmeralda Meza  
Community Services Director

11 14



Updated May 2016

COMMISSIONER SID MILLER

TEXAS DEPARTMENT OF AGRICULTURE  
TEXANS FEEDING TEXANS: HOME DELIVERED MEAL  
GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT

A resolution of the County of Val Verde Texas (County) certifying that the county has made a grant to City of Del Rio Nutrition & Social Services for the Elderly, (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

**WHEREAS**, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

**WHEREAS**, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

**WHEREAS**, the County recognizes City of Del Rio Nutrition & Social Services for the Elderly \_\_\_\_\_  
\_\_\_\_\_ (Authorized Official) as an official of the Organization.

**BE IT RESOLVED BY THE COUNTY:**

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$2,087.00 to be used between the:

1st of February 2017 and the 31st of January 2018  
Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in Uniform Grant Management Standards.

Introduced, read, and passed by the affirmative vote of the County on this 12th day of September, 2016

\_\_\_\_\_  
Signature of Authorized Official

Efrain V. Valdez \_\_\_\_\_  
Typed Name and Title

TOP

NOTE: All information shown in this resolution must be included in the resolution passed by the County.  
Updated May 2016

LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and The **ABO Youth NFL Flag Football League** ("Lessee"), for the lease of premises known as (60 acres). For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This Lease Agreement shall commence on Sunday, September 18, 2016 and shall terminate on Saturday, December 10, 2016.

2. Termination of Lease: Each party shall have the absolute right to terminate this Lease Agreement at any time and for any reason without a hearing and without necessity of showing good cause. This Lease Agreement is terminable at the will of either party hereto only after the party terminating this Lease Agreement has given the other party sixty (60) days written notice of its intent to terminate the lease. Notice to the county shall be deemed sufficient if addressed to its County Judge and sent by certified mail to 400 Pecan Street, Del Rio, TX 78840. Notice to the Lessee shall be deemed sufficient if addressed to Greg Martinez and sent by certified mail to 914 E. Virginia Del Rio Texas 78840 .

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the property, the amount of \$ 1.00 for time specified payable in advance due on September 16, 2016. No other fees or payments are authorized unless specifically set out in the Lease Agreement.

4. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition. Furthermore, Lessee warrants it has complied with all applicable laws.

5. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy in the amount of \$1,000,000 that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this Lease Agreement is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.

6. Indemnification: Lessee shall indemnify Lessor for any and all damages, claims for damages, lawsuits, judgments and any other liabilities arising from the use of the property, as well as attorney's fees and other costs relating to the aforementioned.

7. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.

8. Parties Bound: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

9. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.

10. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

11. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.

12. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.

13. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.

15. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

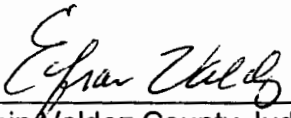
16. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts,

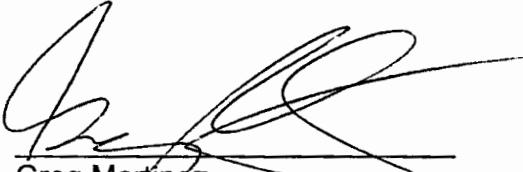
material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

17. Description of property: Soccer Fields (60 acres) located at 2414 Dodson Ave.

18. **NO BLANK SPACES:** BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.

EXECUTED on this 12<sup>th</sup> day of September, 2016.

  
\_\_\_\_\_  
Efrain Valdez County Judge  
On behalf of Val Verde County

  
\_\_\_\_\_  
Greg Martinez  
On Behalf of the ABO Youth NFL  
Flag Football League

Presented to Val Verde Commissioners Court on 9, 12, 16 and made a part of the court's minutes.

11/6

## LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and the Del Rio Laughlin Youth Soccer League ("Lessee"), for the lease of premises known as (property description). For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This Lease Agreement shall commence on Tuesday 09/013/2016 and shall terminate on 12/10/2016.

2. Termination of Lease: Each party shall have the absolute right to terminate this Lease Agreement at any time and for any reason without a hearing and without necessity of showing good cause. This Lease Agreement is terminable at the will of either party hereto only after the party terminating this Lease Agreement has given the other party sixty (60) days written notice of its intent to terminate the lease. Notice to the county shall be deemed sufficient if addressed to its County Judge and sent by certified mail to 400 Pecan Street, Del Rio, TX 78840. Notice to the Lessee shall be deemed sufficient if addressed to Octavio Estrada and sent by certified mail to 404 Echo Valley Dr. Del Rio Texas 78840.

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the property, the amount of \$ 1.00 for time specified payable in advance due on September 13, 2016. No other fees or payments are authorized unless specifically set out in the Lease Agreement.

4. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition. Furthermore, Lessee warrants it has complied with all applicable laws.

5. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy in the amount of \$1,000,000 that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this Lease Agreement is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.

6. Indemnification: Lessee shall indemnify Lessor for any and all damages, claims for damages, lawsuits, judgments and any other liabilities arising from the use of the property, as well as attorney's fees and other costs relating to the aforementioned.

7. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.

8. Parties Bound: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

9. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.

10. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

11. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.

12. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.

13. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.

15. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

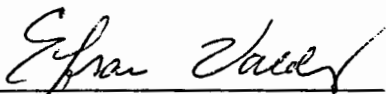
16. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts,

material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

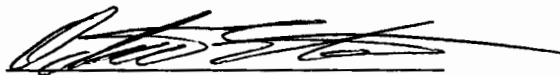
17. Description of property: All Fields located at 2414 Dodson Ave. (60 acres). Including paved and non paved parking area and restrooms.

**18. NO BLANK SPACES: BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.**

EXECUTED on this 12<sup>th</sup> day of September, 2016.



Efrain Valdez, County Judge  
On Behalf of Val Verde County



Octavio Estrada  
On Behalf of Del Rio Laughlin  
Soccer League

Presented to Val Verde Commissioners Court on 9, 12, 16 and made a part of the court's minutes.



## VAL VERDE COUNTY FAIRGROUNDS LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor (**Mud Racing**) ("Lessee") acting by and through its agent, **Del Rio 4x4 Mud racing and Mr. Luis Flores** for the lease of premises more commonly known as the Val Verde County Fairgrounds. For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This lease shall commence on dates as follow: 10/22/2016 and end on 10/ 23/ 2016 at 3:00 PM for use of the office located at the Val Verde County Fairgrounds.
2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning on Saturday on 10/22/2016 and ends on Sunday, 10/23/2016.

Large Arena	Grandstands
Pavilion	Parking Lot(s)
Racetrack	Restrooms
Concessions Stands*	Fairgrounds Office
Small roping arena	

\*There will be no glass bottles permitted at the concessions stands.

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds, the amount of \$ **250.00** per event day, payable when the contract is executed. In addition, a deposit in the amount of **\$500** shall be paid at the time and in accordance with the terms specified in paragraph 9 of this lease agreement. No other fees or payments are authorized unless specifically set out in the Lease Agreement.
4. Cancellation: The following amount will be refunded if Lessee seeks to cancel this Lease Agreement. This notice of cancellation must be made in writing and delivered to the Val Verde County Judge.

If notice is received 45 days or more prior to event - 100% refund  
If notice is received 45 days to 20 days prior to event - 50% refund  
If notice is received less than 20 days prior to event - 0% refund

5. Deposit Refund: The deposit paid by Lessee shall be refunded to Lessee by Lessor within 10 days after Lessee and Lessor's agent inspected the property and determined that it is in acceptable condition an after Lessor's

agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.

6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 5/20/2016. This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.
8. Utilities: Lessee shall be solely responsible for the payment of utilities (water/electricity) during the lease term.
9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities.

In the event Lessor is responsible for clean-up, Lessee shall deliver to Lessor a \$500 deposit/clean up fee along with written confirmation that he is exercising the option of having Lessor clean up the premises. Lessor warrants that there will be a cleanup crew after every performance and that clean up shall be accomplished prior to each performance.

In the event Lessee is responsible for clean up, Lessee shall deliver to Lessor a \$500 deposit along with written confirmation that he is exercising the option of cleaning up the premises. Lessor shall inspect the premises on a date as specified in opportunity to correct any clean up problems as indicated by Lessor or Lessor's agent prior to the expiration of the lease term.

10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at 7:00 a.m. on October 22, 2016 at 7:00 p.m. Lessee shall coordinate with the Val Verde County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.
11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy that names the County of Val Verde as additional insured

and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this lease is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.

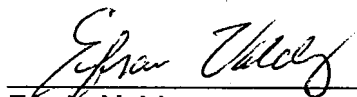
12. **INDEMNIFICATION:** LESSEE SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, INJURY, DEMANDS, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, OF WHATSOEVER NATURE, PAST, PRESENT OR FUTURE, ARISING FROM OR RELATED TO PERFORMANCE OF THIS AGREEMENT.
13. **Rules and Regulations:** Lessee shall at all times adhere to the Rules and Regulations adopted by the Val Verde County Fairgrounds Committee. By signing this Lease Agreement, Lessee acknowledges that a copy of the Rules and Regulations has been provided to Lessee and that Lessee has read and understands said Rules and Regulations. A copy of said Rules and Regulations is attached to this agreement as Exhibit "A" and Exhibit "B."
14. **Resolution of Problems:** The Fairgrounds Manager shall be available for resolution of any problems which may arise during the lease term, which includes problems arising during the event. In the event no resolution is reached, Lessee may request assistance from the Val Verde County Commissioners Court designee. Lessor warrants that the Fairgrounds Manager or another person designated by the Val Verde County Commissioners Court shall be available to Lessee during the event.
15. **Violation of Lease Agreement:** If Lessee violates any of the terms of this Lease Agreement, including the Rules and Regulations, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.
16. **Parties Bound:** This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

17. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.
18. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
19. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.
20. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.
21. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
22. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.
23. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.
24. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.


25. This lease agreement shall serve as a permit for purposes of complying with the Fairgrounds Rules.

27. **NO BLANK SPACES: BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.**

EXECUTED in MULTIPLE ORIGINALS on this 12<sup>th</sup> day of September, 2016.

  
\_\_\_\_\_  
**Efraín Valdez**

On behalf of Val Verde County

  
\_\_\_\_\_  
On behalf of the Del Rio 4X4 Mud  
racing  
(Luis Flores)

Presented to Val Verde Commissioners Court on 9 / 12 / 16 and made a part of the court's minutes.

## **RESOLUTION**

### **A RESOLUTION OF THE VAL VERDE COUNTY COMMISSIONER'S COURT REGARDING A JOINT ELECTION WITH COMSTOCK I.S.D. BOARD OF TRUSTEES**

- WHEREAS,** Texas Education Code §11.0581 requires the Comstock Independent School District ("the District") to hold its general trustee elections jointly with either a municipality located wholly or partially within the boundaries of the District on the May uniform election date or with another political subdivision in which the District is located and which holds county and/or state elections on the November uniform election date;
- WHEREAS,** there is no municipality with territory that overlaps with the District;
- WHEREAS,** the District has switched to hold its general trustee elections on the November uniform election date jointly with Val Verde County ("the County");
- WHEREAS,** the County holds county and/or state elections on the November uniform election date in even-numbered years;
- WHEREAS,** the County will hold early voting and Election Day voting jointly with the District at the Val Verde County Courthouse;
- WHEREAS,** the County Clerk will serve as Early Voting Clerk and will receive all applications for ballots for early voting by mail;
- WHEREAS,** a single ballot will be used for both County and District offices as well as any propositions stating measures subject to vote;
- WHEREAS,** the County Clerk will serve as the General Custodian of Records for the joint election; and
- WHEREAS,** the Commissioner's Court will canvass the returns for the joint election;

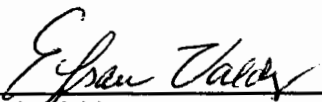
### **NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF VAL VERDE COUNTY, TEXAS:**

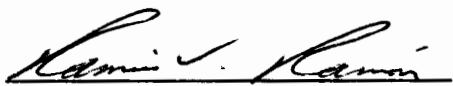
The November 8, 2016, election will be held jointly with Comstock I.S.D. Board of Trustees election.


**BE IT RESOLVED** on this 12<sup>th</sup> day of September, 2016 by a vote of:


5 Ayes and 0 Nays by the Commissioner's Court of Val Verde County, Texas.

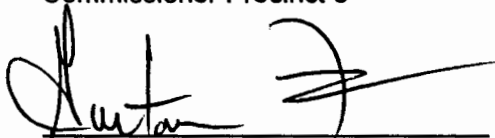
Passed and approved this 12th day of September, 2016.

  
Efraim Valdez  
Val Verde County Judge

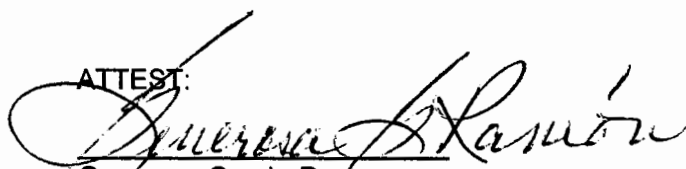
  
Ramiro V. Ramon  
Commissioner Precinct 1

  
Lewis Owens  
Commissioner Precinct 2

  
Robert "Beau" Nettleton  
Commissioner Precinct 3

  
Gustavo Flores  
Commissioner Precinct 4



ATTEST:  
  
Generosa Gracia-Ramon  
Val Verde County Clerk

A RESOLUTION OF THE VAL VERDE COUNTY COMMISSIONER'S COURT REGARDING A JOINT ELECTION WITH COMSTOCK I.S.D.  
BOARD OF TRUSTEES.

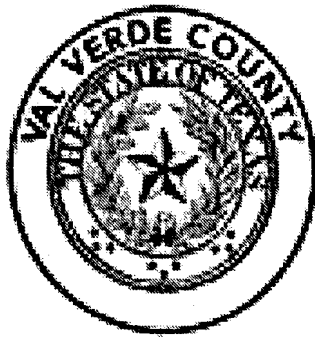
Effective October 1, 2016

<b>2016 Sheriffs' and Constables' Fees</b>	
<b>Fee Name</b>	<b>Fee Amount:</b>
<b>NOTICES:</b>	
Subpoenas	\$100.00
Summons	\$100.00
Writ of Attachment	\$150.00
Writ of Garnishment	\$150.00
Writ of Sequestration	\$200.00
Writ of Possession	\$200.00
Writ of Execution	\$200.00
Writ of Restitution	\$200.00
Writ of Injunction	\$150.00
Writ of Habeas Corpus	\$150.00
All other Writs	\$150.00
Forcible Detainer	\$100.00
Orders of Sale	\$150.00
<b>SERVICE FEES:</b>	
Small Claims Citation	\$60.00
Justice Court Citation	\$60.00
All Other Court's Citations	\$60.00
<b>OTHER SERVICE FEES:</b>	
Citation	\$75.00
Notice	\$75.00
Subpoena Duces Tecum	\$75.00
Civil Subpoenas	\$75.00
Precept to Serve	\$100.00
Temporary Restraining Order	\$100.00
Posting Written Notices in Public Places	\$60.00
Sheriff's Deed	\$150.00
Fingerprint Card (per card)/Employment or Immigration	\$15.00
Stand by Fee (per hour after 2 hours)	\$25.00
<b>LIVESTOCK/ESTRAY</b>	
County Collection fee	\$25.00
Horse/Cattle per day	\$12.00
Sheep/Goat per day	\$9.00
Hauling fee per load (within city limits)	\$50.00
Hauling fee per load (outside city limits) + 1.10 per mile	\$50.00
<b>ADDITIONAL FEES:</b>	
Traffic Accident Report (each)	\$6.00
Traffic Accident Report Certified (each)	\$8.00
Additional copy (each)	\$5.00
Offense Incident Report each (Public Report)	\$3.00
Certified copy additional (each)	\$5.00
Background Checks	\$5.00
Mileage fee outside Val Verde County @ Government rate	

\* We accept Money Orders or Cashier's Checks ONLY.

\* No Cash or Personal/Business Checks accepted.





# TREASURER'S REPORT

AUGUST 2016


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**AARON D. RODRIGUEZ**

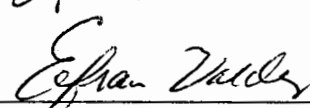
**COUNTY TREASURER  
VAL VERDE COUNTY  
901 BEDELL AVE, STE F  
DEL RIO, TEXAS 78840  
(830) 774-7587**

**ORDER APPROVING TREASURER'S MONTHLY REPORT**

I, Aaron D. Rodriguez, County Treasurer of Val Verde County, do solemnly swear that the attached is a true and correct report of all money received by me upon proper deposit warrants, and all transfers made by me upon the authority of the Commissioners Court of Val Verde County Funds during the month of AUGUST 2016.

  
\_\_\_\_\_  
Aaron D. Rodriguez

Approved: Examined and approved in open Commissioners Court, this 12 day of  
September, 2016

  
\_\_\_\_\_  
Efrain Valdez, County Judge

**VAL VERDE COUNTY FINANCES**  
**TREASURERS REPORT**  
**COMMISSIONERS COURT**  
**REGULAR SESSION**

IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify that on August 8<sup>th</sup>, 2016 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for AUGUST 2016, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 12<sup>th</sup> day of September, 2016.

  
HONORABLE EFRAIN VALDEZ  
COUNTY JUDGE

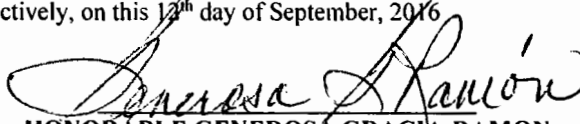
  
HONORABLE RAMIRO V. RAMON  
COUNTY COMMISSIONER, PCT. 1

  
HONORABLE LEWIS OWENS  
COUNTY COMMISSIONER, PCT. 2

  
HONORABLE ROBERT NETTLETON  
COUNTY COMMISSIONER, PCT. 3

  
HONORABLE GUSTAVO FLORES  
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Efrain Valdez, County Judge and County Commissioners of Val Verde County, each respectively, on this 12<sup>th</sup> day of September, 2016

  
HONORABLE GENEROSA GRACIA-RAMON  
COUNTY CLERK





Val Verde County, TX

## Detail Report Account Summary

Date Range: 08/01/2016 - 08/31/2016

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Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
<b>Fund: 1111 - General Fund</b>						
<u>1111-1111-00-11020</u>	Cash - Del Rio Bank & Trust Westexan	1,905,941.17	-189,174.08	5,152,396.77	5,341,570.85	1,716,767.09
<u>1111-1111-00-11030</u>	Cash - Texpool	1,115.18	0.31	0.31	0.00	1,115.49
<u>1111-1111-00-11040</u>	Cash - General Fund Texpool 2	1,249.11	0.31	0.31	0.00	1,249.42
<u>1111-1111-00-11050</u>	Cash - Hot Tax	20,919.22	-673.96	3,187.91	3,861.87	20,245.26
<b>Total Fund: 1111 - General Fund:</b>		<b>1,929,224.68</b>	<b>-189,847.42</b>	<b>5,155,585.30</b>	<b>5,345,432.72</b>	<b>1,739,377.26</b>
<b>Fund: 1133 - SL 179</b>						
<u>1133-1111-00-11160</u>	Cash - SL79	172,140.23	7.29	7.29	0.00	172,147.52
<b>Total Fund: 1133 - SL 179:</b>		<b>172,140.23</b>	<b>7.29</b>	<b>7.29</b>	<b>0.00</b>	<b>172,147.52</b>
<b>Fund: 1134 - Library Construction</b>						
<u>1134-1111-00-21110</u>	Cash - Library Construction	3,322,126.11	-180,894.11	0.00	180,894.11	3,141,232.00
<b>Total Fund: 1134 - Library Construction:</b>		<b>3,322,126.11</b>	<b>-180,894.11</b>	<b>0.00</b>	<b>180,894.11</b>	<b>3,141,232.00</b>
<b>Fund: 1166 - SF Pastures</b>						
<u>1166-1111-00-11130</u>	Cash - San Felipe Pastures	39,036.58	-778.35	1.65	780.00	38,258.23
<b>Total Fund: 1166 - SF Pastures:</b>		<b>39,036.58</b>	<b>-778.35</b>	<b>1.65</b>	<b>780.00</b>	<b>38,258.23</b>
<b>Fund: 1177 - Tax Note 2013</b>						
<u>1177-1111-00-11000</u>	Cash - 2013 Tax Note	113,793.19	-4,286.48	1,102.38	5,388.86	109,506.71
<b>Total Fund: 1177 - Tax Note 2013:</b>		<b>113,793.19</b>	<b>-4,286.48</b>	<b>1,102.38</b>	<b>5,388.86</b>	<b>109,506.71</b>
<b>Fund: 1222 - Balance Road &amp; Bridge</b>						
<u>1222-2222-00-11130</u>	Cash - Road & Bridge Fund - Texas Community Bank	547,081.71	-75,191.35	46,153.87	121,345.22	471,890.36
<u>1222-2222-00-11140</u>	Cash - Road & Bridge Texpool	804.21	0.31	0.31	0.00	804.52
<b>Total Fund: 1222 - Balance Road &amp; Bridge:</b>		<b>547,885.92</b>	<b>-75,191.04</b>	<b>46,154.18</b>	<b>121,345.22</b>	<b>472,694.88</b>
<b>Fund: 1333 - Interest &amp; Sinking</b>						
<u>1333-3333-00-11070</u>	Cash - Interest & Sinking Fund Bank & Trust	15,634.78	2.12	2.12	0.00	15,636.90
<u>1333-3333-00-11071</u>	Cash- Interest and Sinking Bank Trust Money M	206,112.09	0.00	0.00	0.00	206,112.09
<u>1333-3333-00-11080</u>	Cash - Interest & Sinking Fund Texas Community	6,971,844.08	-5,058,871.31	16,051.47	5,074,922.78	1,912,972.77
<u>1333-3333-00-11090</u>	Cash - Interest & Sinking Fund Texpool	4,144.08	1.24	1.24	0.00	4,145.32
<u>1333-3333-00-11200</u>	Cash - Interest & Sinking Fund CD	619,126.04	0.00	0.00	0.00	619,126.04
<u>1333-3333-00-11230</u>	Cash - Interest & Sinking T-Bills	0.00	0.00	0.00	0.00	0.00
<b>Total Fund: 1333 - Interest &amp; Sinking:</b>		<b>7,816,861.07</b>	<b>-5,058,867.95</b>	<b>16,054.83</b>	<b>5,074,922.78</b>	<b>2,757,993.12</b>
<b>Fund: 1444 - Payroll Clearing County</b>						
<u>1444-4444-00-11110</u>	Cash - Payroll Clearing Bank & Trust	495,962.65	37,717.38	801,030.50	763,313.12	533,680.03
<b>Total Fund: 1444 - Payroll Clearing County:</b>		<b>495,962.65</b>	<b>37,717.38</b>	<b>801,030.50</b>	<b>763,313.12</b>	<b>533,680.03</b>
<b>Fund: 1555 - Law Library</b>						
<u>1555-1111-00-11100</u>	Cash - Law Library	0.00	0.00	0.00	0.00	0.00

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Detail Report		Date Range: 08/01/2016 - 08/31/2016				
Account	Name	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
<u>1555-1111-00-11170</u>	Cash - Texas Community Bank Law Library	31,081.48	-2,504.37	1,360.85	3,865.22	28,577.11
Total Fund: 1555 - Law Library:		31,081.48	-2,504.37	1,360.85	3,865.22	28,577.11
Fund: 2666 - Grants						
<u>2666-6666-00-21010</u>	Cash - Border Prosecution 2537704	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21060</u>	Cash - HIDTA Amistad Intell 2014	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21132</u>	Cash - HIDTA Del Rio Task For 2015	0.00	0.00	5,031.54	5,031.54	0.00
<u>2666-6666-00-21134</u>	Cash - HIDTA Eagle Pass Task 2015	0.00	0.00	1,556.85	1,556.85	0.00
<u>2666-6666-00-21136</u>	Cash - HIDTA Amistad Intell 2015	0.00	134.99	29,762.44	29,627.45	134.99
<u>2666-6666-00-21140</u>	Cash - National Park Service	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21160</u>	Cash - Southwest Border Prosecution Initiative	42,538.29	0.00	0.00	0.00	42,538.29
<u>2666-6666-00-21191</u>	Cash - Stonegarden 2014	20,483.35	0.00	0.00	0.00	20,483.35
<u>2666-6666-00-21215</u>	Cash - T.D.H.C.A. #7214013	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21230</u>	Cash - T.C.D.B.G. #713125	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21250</u>	Cash - T.C.D.B.G. #713479	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21280</u>	Cash -Texas Depart of Transportation Amistad Acres	0.00	0.00	0.00	0.00	0.00
<u>2666-6666-00-21290</u>	Cash West Gate	0.00	245,304.50	410,000.00	164,695.50	245,304.50
<u>2666-6666-00-21300</u>	Cash - Non Reportable Grants	38,745.42	-23,613.05	12,097.58	35,710.63	15,132.37
<u>2666-6666-00-21310</u>	Cash - Texas A & M Forest Service	0.00	0.00	0.00	0.00	0.00
Total Fund: 2666 - Grants:		101,767.06	221,826.44	458,448.41	236,621.97	323,593.50
Fund: 4121 - Val Verde County Auditors Special Account						
<u>4121-1100-00-43000</u>	Cash - County Auditor Special Account	9,132.58	1,035.46	10,906.05	9,870.59	10,168.04
Total Fund: 4121 - Val Verde County Auditors Special Account:		9,132.58	1,035.46	10,906.05	9,870.59	10,168.04
Fund: 4145 - Security Fees						
<u>4145-1111-00-41040</u>	Cash - Security Fee	116,048.90	2,410.97	2,470.97	60.00	118,459.87
Total Fund: 4145 - Security Fees:		116,048.90	2,410.97	2,470.97	60.00	118,459.87
Grand Totals:		14,695,060.45	-5,249,372.18	6,493,122.41	11,742,494.59	9,445,688.27

Fund Summary

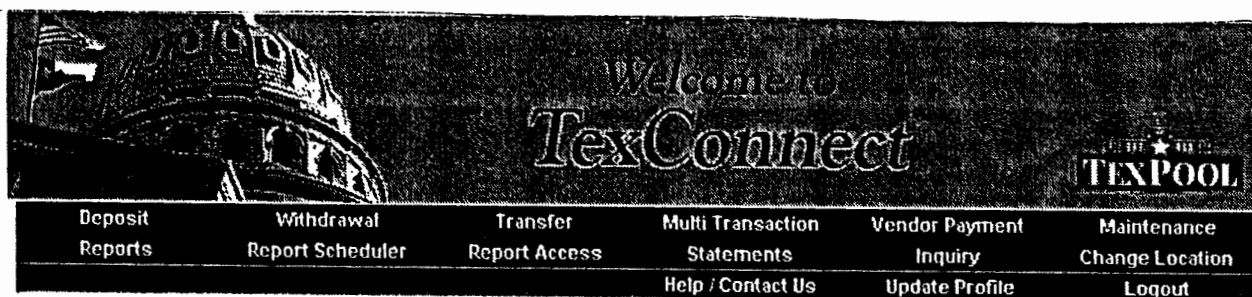
Fund	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
1111 - General Fund	1,929,224.68	-189,847.42	5,155,585.30	5,345,432.72	1,739,377.26
1133 - SL 179	172,140.23	7.29	7.29	0.00	172,147.52
1134 - Library Construction	3,322,126.11	-180,894.11	0.00	180,894.11	3,141,232.00
1166 - SF Pastures	39,036.58	-778.35	1.65	780.00	38,258.23
1177 - Tax Note 2013	113,793.19	-4,286.48	1,102.38	5,388.86	109,506.71
1222 - Balance Road & Bridge	547,885.92	-75,191.04	46,154.18	121,345.22	472,694.88
1333 - Interest & Sinking	7,816,861.07	-5,058,867.95	16,054.83	5,074,922.78	2,757,993.12
1444 - Payroll Clearing County	495,962.65	37,717.38	801,030.50	763,313.12	533,680.03
1555 - Law Library	31,081.48	-2,504.37	1,360.85	3,865.22	28,577.11
2666 - Grants	101,767.06	221,826.44	458,448.41	236,621.97	323,593.50
4121 - Val Verde County Auditors Special	9,132.58	1,035.46	10,906.05	9,870.59	10,168.04
4145 - Security Fees	116,048.90	2,410.97	2,470.97	60.00	118,459.87
Grand Total:	14,695,060.45	-5,249,372.18	6,493,122.41	11,742,494.59	9,445,688.27

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VAL VERDE COUNTY

08/01/2016-08/31/2016

FUNDS FOR THE MONTH OF AUGUST 2016	BEGINNING BALANCE	REVENUES	INTEREST	EXPENSES	ENDING BALANCE
TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT	138,280.08	6,884.00	5.94	0.00	\$145,170.02
TAX COLLECTORS / VIT ESCROW ACCOUNT	183,333.67	22,282.25	32.24	0.00	\$205,648.16
TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES	510,902.13	331,206.64	186.01	381,004.59	\$461,290.19
TAX OFF/ AUTO DEPT ASSESSOR AND COLLECTOR OF TAXES	292,424.19	873,435.67	9.83	909,480.35	\$256,389.34
VAL VERDE COUNTY ATTORNEY- COLLECTION ACCOUNT	25,217.87	195.00	1.07	0.00	\$25,413.94
VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT	17,462.57	1,997.08	0.74	2,294.79	\$17,165.60
VAL VERDE COUNTY ATTORNEY- PRE-TRIAL DIVERSION	23,622.93	4,000.00	1.06	0.00	\$27,623.99
COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND	349,587.59	9,331.46	135.86	1,932.61	\$357,122.30
COUNTY CLERK RECORD ARCHIVE FUND	311,943.78	8,906.12	121.92	0.00	\$320,971.82
COUNTY CLERK ELECTION SERVICES CONTRACT FUND	14,889.18	0.00	0.00	3,931.92	\$10,957.26
JUSTICE OF THE PEACE PRECINCT #1	6,830.98	6,387.70	0.00	6,398.83	\$6,819.85
JUSTICE OF THE PEACE PRECINCT#1 TECH ACCT	6,792.91	106.04	0.00	0.00	\$6,898.95
JUSTICE OF THE PEACE PRECINCT #2 TECH ACCT	8,549.09	397.04		90.28	\$8,855.85
JUSTICE OF THE PEACE PRECINCT #2 DAILY ACCT	13,026.69	17,346.92	0.00	13,775.63	\$16,597.98
JUSTICE OF THE PEACE PRECINCT #3 -TECH ACCOUNT	11,681.42	363.32	0.00	0.00	\$12,044.74
JUSTICE OF THE PEACE PRECINCT #3	33,691.94	20,783.95	0.00	23,685.17	\$30,790.72
CONSTABLE PRECINCT #3 TLEOS	1,974.10	0.00	0.00	0.00	\$1,974.10
JUSTICE OF THE PEACE PRECINCT #4	5,037.81	102.21	0.22	0.00	\$5,140.24
JUSTICE OF THE PEACE PRECINCT #4	5,928.94	6,039.55	0.24	5,668.90	\$6,299.83
DISTRICT CLERK- COURT COST ACCOUNT	255,008.50	28,212.64	0.00	14,072.50	\$269,148.64
DISTRICT CLERK- REGISTRY FUND	633,561.94	0.00	0.00	0.00	\$633,561.94
DISTRICT CLERK-RECORD ARCHIVE FUND	17,803.87	88.30	0.00	0.00	\$17,892.17
DISTRICT CLERK-MOP 2006 REGISTRY ACCOUNT	65,027.55	0.00	0.00	0.00	\$65,027.55
DISTRICT CLERK RECORD PRESERVATION	22,627.54	280.10	8.75	0.00	\$22,916.39
DISTRICT CLERK-MOP 2006 COURT COSTS	71,586.56	0.00	0.00	0.00	\$71,586.56
RECORD PRESERVATION	32,948.42	423.09	12.76	0.00	\$33,384.27
COURT AT LAW CONTRIBUTION ACCOUNT	520.74	0.00	0.00	0.00	\$520.74
FAMILY PROTECTION	32,231.86	0.00	459.67	0.00	\$32,691.53
BAIL SECURITY	37,795.48	0.00	418.32	0.00	\$38,213.80
WELFARE FUND - COUNTY JUDGE	24,195.57	336.88	9.37	0.00	\$24,541.82
VAL VERDE COUNTY WELLNESS SPECIAL ACCOUNT	100.00	0.00	0.00	0.00	\$100.00
<b>TOTAL</b>					<b>\$3,132,760.29</b>



## Pool Information

Location: 78328  
Val Verde County

### TexPool

Average Monthly rate for August	0.3737%
Average Monthly Dividend Factor for August	0.000010239
<b>Information as of</b>	September 1, 2016
Daily Net Yield	0.3736%
Dividend Factor	0.000010235
7 Day Net Yield	0.37%
Daily Assets	\$13,157,492,163.39
Weighted Average Maturity	42 days
Weighted Average Life	80 days
NAV	1.00022

Performance data quoted represents past performance which is no guarantee of future results. Investment return will fluctuate. The value of an investment when redeemed may be worth more or less than the original cost. Current performance may be higher or lower than performance stated.

For more information, see the TexPool Information Statement available on the TexPool web site, [www.texpool.com](http://www.texpool.com). You should consider the investment objectives, risks, charges, and expenses carefully before you invest. Information about these and other important subjects is in the Information Statement which you should read carefully before investing.

An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security.

- (1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.
- (2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.
- (3) All current yields for TexPool Prime, for each date, reflect a waiver of some of all management fees.



VAL VERDE COUNTY INTEREST INCOME FISCAL YEAR ENDING SEPTEMBER 30, 2016																
ACCOUNT INFORMATION			OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD	
GENERAL FUND	TEXAS COMMUNITY	CHECKING 111-1111-1000													-	
		MONEY MARKET 111-1111-1010													-	
		H.O.T. FND 111-1111-1120	0.95	0.92	1.02	0.83	0.78	0.84	0.70	0.62	0.73	0.86	0.89		9.14	
	THE BANK & TRUST	WESTEXAN 111-1111-1030	498.54	1,675.09	2,564.01	2,168.99	2,334.61	1,991.16	1,668.69	1,913.16	1,898.58	977.96	1,704.37		19,395.16	
		CD'S 111-1111-1060													-	
	TEXPOOL	2331000001 1111-1111-00-11030			0.18	0.31	0.29	0.31	0.30	0.31	0.30	0.31	0.31	0.31		2.62
		2331000002 1111-1111-00-11040			0.23	0.31	0.29	0.31	0.30	0.31	0.30	0.31	0.31	0.31		2.67
ROAD & BRIDGE FUND	COMPASS BANK	CHECKING 222-2222-1100													-	
	TEXPOOL	2331000004 1222-2222-00-11140			0.11	0.31	0.29	0.31	0.30	0.31	0.30	0.31	0.31		2.55	
	TEXAS COMMUNITY	CHECKING 222-2222-1200	29.53	26.88	28.46	26.50	28.44	33.13	31.81	28.48	24.55	23.72	22.03		303.53	
INTEREST & SINKING FUND	COMPASS BANK	CHECKING 333-3333-1200													-	
	THE BANK & TRUST	CHECKING 333-3333-1500	1.92	1.86	2.06	1.99	1.80	2.05	1.99	1.80	2.06	1.92	205.32		224.77	
		CD'S 333-3333-1210	298.38	797.19											1,095.57	
	TEXPOOL	2331000004 333-3333-1300	0.31	0.30	0.72	0.93	0.93	1.23	1.20	1.24	1.20	1.25	1.24		10.55	
	TEXAS COMMUNITY	CHECKING 333-3333-1230	99.80	112.83	137.47	140.14	118.48	131.98	133.08	129.07	237.81	294.62	169.02		1,704.30	
PAYROLL	THE BANK & TRUST	CHECKING 444-4444-1300	84.46	46.88	93.06	107.67	115.73	169.84	208.40	206.12	229.08	244.65	246.04		1,751.93	
LAW LIBRARY	THE BANK & TRUST	CHECKING 555-1111-1000	2.04	1.90	-	-	-	-	-						3.94	
	TEXAS COMMUNITY	CHECKING 555-1111-1100	0.69	0.45	1.16	1.98	1.65	1.64	1.51	1.39	1.34	1.35	1.26		14.42	

ACCOUNT HISTORY REPORT						
<b>Location:</b> 78328 <b>Acct Nbr:</b> 2331000001 <b>Acct Name:</b> GENERAL FUND #1 <b>Name:</b> VAL VERDE COUNTY <b>Pool Name:</b> TEXPOOL <b>Pool Nbr:</b> 449						
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/15					\$1,112.86
MONTHLY INTEREST	10/30/15	10/30/15	\$1.00	\$0.00		\$1,112.86
MONTHLY INTEREST	11/30/15	11/30/15	\$1.00	\$0.00		\$1,112.86
MONTHLY INTEREST	12/31/15	12/31/15	\$1.00	\$0.18		\$1,113.04
MONTHLY INTEREST	01/31/16	01/31/16	\$1.00	\$0.31		\$1,113.35
MONTHLY INTEREST	02/29/16	02/29/16	\$1.00	\$0.29		\$1,113.64
MONTHLY INTEREST	03/31/16	03/31/16	\$1.00	\$0.31		\$1,113.95
MONTHLY INTEREST	04/30/16	04/30/16	\$1.00	\$0.30		\$1,114.25
MONTHLY INTEREST	05/31/16	05/31/16	\$1.00	\$0.31		\$1,114.56
MONTHLY INTEREST	06/30/16	06/30/16	\$1.00	\$0.30		\$1,114.86
MONTHLY INTEREST	07/31/16	07/31/16	\$1.00	\$0.31		\$1,115.17
MONTHLY INTEREST	08/31/16	08/31/16	\$1.00	\$0.31		\$1,115.48
MONTHLY INTEREST						
MONTHLY INTEREST						
ACCOUNT HISTORY REPORT						
<b>Location:</b> 78328 <b>Acct Nbr:</b> 2331000002 <b>Acct Name:</b> GENERAL FUND #2 <b>Name:</b> VAL VERDE COUNTY <b>Pool Name:</b> TEXPOOL <b>Pool Nbr:</b> 449						
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/15					\$1,246.76
MONTHLY INTEREST	10/31/15	10/31/15	\$1.00	\$0.00		\$1,246.76
MONTHLY INTEREST	11/30/15	11/30/15	\$1.00	\$0.00		\$1,246.76
MONTHLY INTEREST	12/31/15	12/31/15	\$1.00	\$0.23		\$1,246.99
MONTHLY INTEREST	01/31/16	01/31/16	\$1.00	\$0.31		\$1,247.30
MONTHLY INTEREST	02/29/16	02/29/16	\$1.00	\$0.29		\$1,247.59
MONTHLY INTEREST	03/31/16	03/31/16	\$1.00	\$0.31		\$1,247.90
MONTHLY INTEREST	04/30/16	04/30/16	\$1.00	\$0.30		\$1,248.20
MONTHLY INTEREST	05/31/16	05/31/16	\$1.00	\$0.31		\$1,248.51
MONTHLY INTEREST	06/30/16	06/30/16	\$1.00	\$0.30		\$1,248.81
MONTHLY INTEREST	07/31/16	07/31/16	\$1.00	\$0.31		\$1,249.12
MONTHLY INTEREST	08/31/16	08/31/16	\$1.00	\$0.31		\$1,249.43
MONTHLY INTEREST						

ACCOUNT HISTORY REPORT						
Location: 78328						
Acct Nbr: 2331000003						
Acct Name: ROAD & BRIDGE FUND						
Name: VAL VERDE COUNTY						
Pool Name: TEXPOOL						
Pool Nbr: 449						
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/15					\$801.97
MONTHLY INTEREST	10/31/15	10/31/15	\$1.00	\$0.00		\$801.97
MONTHLY INTEREST	11/30/15	11/30/15	\$1.00	\$0.00		\$801.97
MONTHLY INTEREST	12/31/15	12/31/15	\$1.00	\$0.11		\$802.08
MONTHLY INTEREST	01/31/16	01/31/16	\$1.00	\$0.31		\$802.39
MONTHLY INTEREST	02/29/16	02/29/16	\$1.00	\$0.29		\$802.68
MONTHLY INTEREST	03/31/16	03/31/16	\$1.00	\$0.31		\$802.99
MONTHLY INTEREST	04/30/16	04/30/16	\$1.00	\$0.30		\$803.29
MONTHLY INTEREST	05/31/16	05/31/16	\$1.00	\$0.31		\$803.60
MONTHLY INTEREST	06/30/16	06/30/16	\$1.00	\$0.30		\$803.90
MONTHLY INTEREST	07/31/16	07/31/16	\$1.00	\$0.31		\$804.21
MONTHLY INTEREST	08/31/16	08/31/16	\$1.00	\$0.31		\$804.52
MONTHLY INTEREST						
ACCOUNT HISTORY REPORT						
Location: 78328						
Acct Nbr: 2331000004						
Acct Name: VAL VERDE COUNTY INTEREST & SINKING FUND						
Name: VAL VERDE COUNTY						
Pool Name: TEXPOOL						
Pool Nbr: 449						
Transaction Description	Settle Date	Transaction Date	Price	Deposits	Checks	Balance
BEGINNING BALANCE	09/30/15					\$4,136.30
MONTHLY INTEREST	10/31/15	10/31/15	\$1.00	\$0.31		\$4,136.61
MONTHLY INTEREST	11/30/15	11/30/15	\$1.00	\$0.30		\$4,136.91
MONTHLY INTEREST	12/31/15	12/31/15	\$1.00	\$0.72		\$4,137.63
MONTHLY INTEREST	01/31/16	01/31/16	\$1.00	\$0.93		\$4,138.56
MONTHLY INTEREST	02/29/16	02/29/16	\$1.00	\$0.93		\$4,139.49
MONTHLY INTEREST	03/31/16	03/31/16	\$1.00	\$1.23		\$4,140.72
MONTHLY INTEREST	04/30/16	04/30/16	\$1.00	\$1.20		\$4,141.92
MONTHLY INTEREST	05/31/16	05/31/16	\$1.00	\$1.24		\$4,143.16
MONTHLY INTEREST	06/30/16	06/30/16	\$1.00	\$1.20		\$4,144.36
MONTHLY INTEREST	07/31/16	07/31/16	\$1.00	\$1.25		\$4,145.61
MONTHLY INTEREST	08/31/16	08/31/16	\$1.00	\$1.24		\$4,146.85
MONTHLY INTEREST						



**VAL VERDE COUNTY**

**EXEMPT POSITIONS – EFFECTIVE September 12, 2016**

1. 1<sup>st</sup> & 2<sup>nd</sup> Assistant County Attorney
2. 1<sup>st</sup> Assistant County Auditor
3. Court Coordinator (63<sup>rd</sup>, 83<sup>rd</sup>, & CCAL)
4. Executive Assistant
5. Fire Supervisor
6. Foreman
7. Health Inspector
8. Human Resources Director
9. IT Specialist
10. Library Supervisor
11. Parks Superintendent
12. Purchasing Agent
13. Sheriff's Chief Deputy



## **VAL VERDE COUNTY**

**EXEMPT POSITIONS - Effective March 11, 2013**


1. ALL ELECTED OFFICIALS
2. ADMINISTRATIVE ASSISTANT
3. ATTORNEY
4. AUDITOR
5. COUNTY AGENT
6. COUNTY AGENT/HOME ECONOMIST
7. COURT COORDINATOR
8. COURT REPORTER
9. EMERGENCY MANAGEMENT COORDINATOR
10. FIRE SUPERVISOR
11. FOREMAN
12. HEALTH INSPECTOR
13. HUMAN RESOURCES DIRECTOR
14. IT SPECIALIST
15. LIBRARIAN
16. PARKS SUPERINTENDENT
17. PURCHASING AGENT
18. SHERIFF'S OFFICE CHIEF DEPUTIES
19. SHERIFF'S OFFICE JAIL MONITOR
20. VETERANS OFFICER



**VAL VERDE COUNTY  
HUMAN RESOURCES DEPT**

**MEMORANDUM**

**To:** Efrain Valdez, County Judge  
Commissioner Ramon, Pct. 1  
Commissioner Owens, Pct. 2  
Commissioner Nettleton, Pct. 3  
Commissioner Flores, Pct. 4

**From:** Juanita Barrera, HR Director 

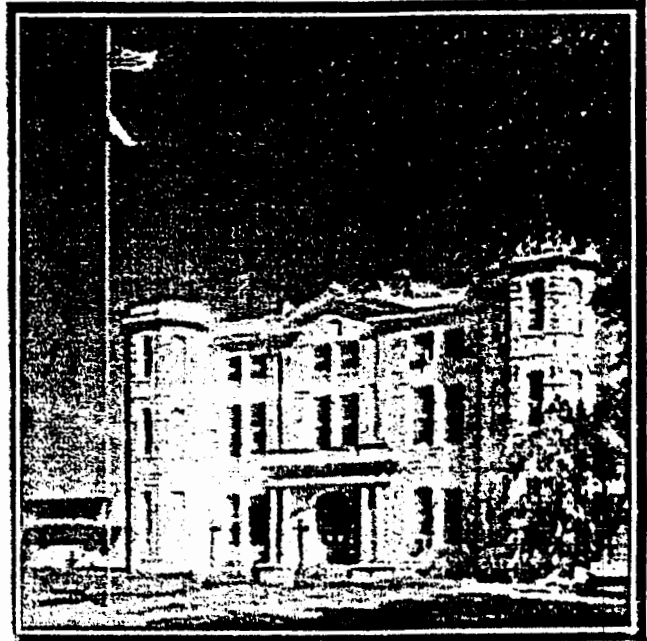
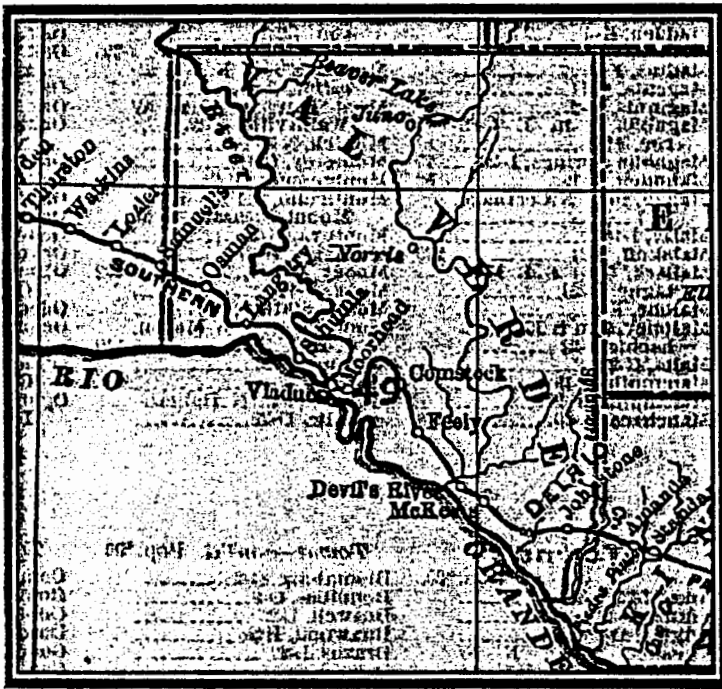
**Date:** September 2, 2016

**Subject:** Exempt Status Position List

Based on the memo for the FLSA new rule change on overtime exemptions, attached for your review and adoption by Commissioners Court is the proposed Exempt Status Position list which will replace the list which was adopted back in March 11, 2013. Reviews were conducted with TAC, County Attorney and various departments and a final review was done with the Judge's office and this is the final outline.

Attachment

# Val Verde County Personnel Policy Manual



# VAL VERDE COUNTY

## PERSONNEL POLICY MANUAL

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Revised/Adopted 9/12/16

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## COVER LETTER

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Dear Employee:

This employee manual has been compiled to help both employees and supervisors understand the personnel policies of Val Verde County. The manual is detailed in its scope and has been written in clear language and is indexed in easy to find sections.

The manual was compiled over various staff meetings with the following county employees and elected officials taking part:

Ramiro V. Ramon, Commissioner Pct. 1  
Juanita Barrera, Human Resource Director  
Jose Francisco Martinez, Sheriff  
Maria G. Monday, Library Director  
David Martinez, 1<sup>st</sup> Asst. County Attorney  
Rollie Ford, Texas Association of Counties

Beatriz Munoz, Tax Assessor/Collector  
Jo Ann Cervantes, District Clerk  
Teresa Lowe, Auditor's Office  
Ana Markowski Smith, County Attorney

Sincerely,

Val Verde County Personnel Manual Committee.

## **PERSONNEL POLICY MANUAL INTRODUCTION**

Personnel policies in smaller local government jurisdictions frequently evolve through tradition and custom. Often, they are not even written into formal statements. As government grows and becomes more complex, even the very small jurisdiction finds that it must have clearly stated personnel policies for effective operation.

These personnel policies for Val Verde County have been developed to provide a better understanding of the relationship between the County and the citizens who serve the County as employees. This is done by:

- a. Defining the rights and privileges enjoyed by County Employees.
- b. Stating the rules and regulations that apply to County Employees.
- c. Outlining the expectations the County has of its Employees.
- d. Providing a system of fair and consistent treatment for all Employees.
- e. Providing information and systems to increase the efficiency of the personnel management program of the County.
- f. Providing guidance for compliance with federal law and/or state laws and regulations regarding employment practice.

Each of these policies and parts of policies are intended to stand independently, therefore, if any policy or part of a policy becomes invalid because of federal or state law or other authority, it shall not affect the validity or application of other policies or parts of policies.

From time to time, it may be necessary to make changes in these policies as a result of changes in the County or its programs. When this occurs, all County employees shall be notified of the changes and the date the changes are to be effective.

The purpose of these policies is to serve the needs of both the employees and the County to the mutual benefit of both. Any employee who has a question concerning any of the Val Verde County's personnel policies is encouraged to discuss it with his or her supervisor.

### **NO WEAPONS POLICY**

Val Verde County strictly prohibits weapons of any type in County buildings or vehicles and at any County sponsored events. This includes visible and concealed weapons, even those for which the owner has obtained the necessary permits (Exception: Law Enforcement Personnel, 4H Rifle Team & Archery Team).

While this list is not all inclusive, "weapons" include firearms, knives with a blade longer than 5 1/2 inches, any explosive materials, [any] other objects that could be used to harass, intimidate, or injure another individual.

Violators of this policy will be subject to disciplinary action, up to and including termination.

**PERSONNEL MANUAL &  
EMPLOYMENT AT WILL ACKNOWLEDGMENT**

I have received a copy of the Val Verde County Personnel Manual that outlines my benefits and obligations as a County employee. I understand that I am responsible for reading and familiarizing myself with the information in this manual and understand that it contains general personnel policies of the County. If I need clarification on any of the information in this manual, I will contact my immediate supervisor.

I further understand that the Val Verde county Personnel Manual is not a contract of employment. I understand that my employment may be terminated by either myself or the County, at any time, with or without cause, and with or without notice.

I understand that this policy manual is intended only to provide guidance in understanding Val Verde County policies, practices and benefits. Except for the policy of "At Will" employment, I understand that the Val Verde County retains the right to change this policy manual, and to modify or cancel any of its employee benefits when the need for change is recognized.

I further understand that as a Val Verde County employee, I have a personal responsibility to provide quality service to the public, to achieve the highest degree of safety possible for my fellow workers, to continually make suggestions for improvements and to display a spirit of team work and cooperation.

I understand that I will be granted compensatory time off in lieu of payment of overtime to the extent provided by law and I may be required to take earned compensatory time off at the County's discretion.

I have read and understand these policies.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Official/Supervisor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

## **EMPLOYMENT AT WILL POLICY**

All employment with Val Verde County shall be considered "at will" employment. No contract of employment shall exist between any individual and Val Verde County for any duration, either specified or unspecified. No provision of this employee handbook shall be construed as modifying your employment at will status. Val Verde County shall have the right to terminate the employment of any employee for any legal reason, or no reason, at any time either with or without notice. Val Verde County shall also have the right to change any condition, benefit, policy, or privilege of employment at any time, with or without notice. Employees of Val Verde County shall have the right to leave their employment with the County at any time, with or without notice.

Val Verde County Officials desire to have a clear and understandable personnel policy manual for their employees. The revised policy manual will help Val Verde County comply with current employment laws and standards. The revised personnel manual will allow for the implementation of a more effective county government which will benefit the citizens of Val Verde County through more efficient standards. The following elected officials and department heads agree to abide by and, fully implement the policies contained therein.

<u>County Judge</u>	<u>63<sup>RD</sup> Judicial District Judge</u>	<u>83<sup>rd</sup> Judicial District Judge</u>
<u>County Court-at-Law Judge</u>	<u>County Clerk</u>	<u>County Attorney</u>
<u>Tax-Assessor Collector</u>	<u>Sheriff</u>	<u>County Auditor</u>
<u>County Treasurer</u>	<u>District Clerk</u>	<u>Human Resources Director</u>
<u>Commissioner Pct. #1</u>	<u>Commissioner Pct. #2</u>	<u>Commissioner Pct. #3</u>
<u>Commissioner Pct. #4</u>	<u>Justice of the Peace, Pct. #1</u>	<u>Justice of the Peace, Pct. #2</u>
<u>Justice of the Peace, Pct. #3</u>	<u>Justice of the Peace, Pct. #4</u>	<u>Constable, Pct. #1</u>
<u>Constable, Pct. #2</u>	<u>Constable, Pct. #3</u>	<u>Constable, Pct. #4</u>
<u>Librarian</u>	<u>Purchasing Agent</u>	



On the 9<sup>TH</sup> day of January, 2012, the Val Verde County Commissioners Court hereby adopted, accepted, and placed into effect this manual called the VAL VERDE COUNTY PERSONNEL POLICY MANUAL and it shall be in effect from this day forward until rescinded by official order or resolution of the Val Verde County Commissioners Court.

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Efrain Valdez, County Judge

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Ramiro V. Ramon, Comm. Pct. 1

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Lewis Owens, Comm. Pct. 2

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Robert Nettleton, Comm. Pct. 3

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Gustavo Flores, Comm. Pct. 4

**ATTEST:**

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Generosa G. Ramon  
County Clerk

SECTION 1:

EMPLOYMENT &  
EMPLOYEE STANDARDS  
& PRACTICES

## **1.01 EQUAL EMPLOYMENT OPPORTUNITY**

Elected and appointed officials, department heads, supervisors, and employees of Val Verde County shall not discriminate on the basis of race, color, religion, gender, or disability, as defined in the Americans with Disabilities Act, national origin, sex, age or genetic information as defined by Genetic Information Nondiscrimination Act of 2008 in recruiting, selection, training, raises, promotions, terminations, discipline, layoff, use of employee facilities or programs, or any other condition or privilege of employment except where age or sex is a bona fide occupational qualification (BFOQ) or where it is required by state or federal law.

### **AMERICANS WITH DISABILITIES ACT AMENDMENTS ACT**

It is the policy of Val Verde County to prohibit any harassment of, or discriminatory treatment of employees on the basis of a disability, or because an employee has requested a reasonable accommodation. If an employee feels he or she has been subject to such treatment, or has witnessed such treatment, the situation should be reported to your elected official, appointed official, department head or the county attorney. An employee's disability must be treated with the utmost confidentiality.

It is Val Verde County's policy to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship on the county. In accordance with the Americans with Disabilities Act, as amended (ADAAA), reasonable accommodations may be provided to qualified individuals with disabilities when such accommodations are necessary to enable them to perform the essential functions of their jobs, or to enjoy the equal benefits and privileges of employment. This policy applies to all applicants for employment, and all employees. If you require accommodation, please contact your elected official, appointed official, department head. Reasonable accommodation shall be determined through an interactive process of consultation.

### **REASONABLE ACCOMMODATION**

Reasonable accommodations shall be made for otherwise qualified disabled individuals to afford them the same opportunities for selection and all conditions and privileges of employment as other applicants and employees.

Determination of reasonable accommodation shall be made through interactive consultation with the disabled employee or applicant and the department head or where deemed necessary, through consultation with outside resources.

If you require accommodation, please contact your elected official or department head.

## **1.02 EMPLOYEE STATUS**

FULL-TIME - An employee who has a normal work schedule of at least 37.5 hours per week.

PART-TIME - An employee who has a normal work schedule of less than 29 hours per week.

REGULAR - An employee who is not considered to be a temporary employee as defined in this policy shall be considered to be a regular employee. (Regular Employees may either be full-time or part-time).

**TEMPORARY** - An employee in a position that is established for a specific period of time (usually less than one year) or until a specific project is completed shall be considered a temporary employee. **(Temporary employees may be full-time or part-time).**

**BENEFITS** - Regular full-time employees shall be eligible for benefits in accordance with the eligibility requirements stated with each policy describing a benefit. **(Temporary and regular part-time employees shall not be eligible for any benefits except those required by law).**

#### **EMPLOYMENT AT WILL**

All employees are considered to be "At Will" as defined in the "Policy on Employment at Will" and employee status shall not be considered a contract of employment.

### **1.03 NEPOTISM**

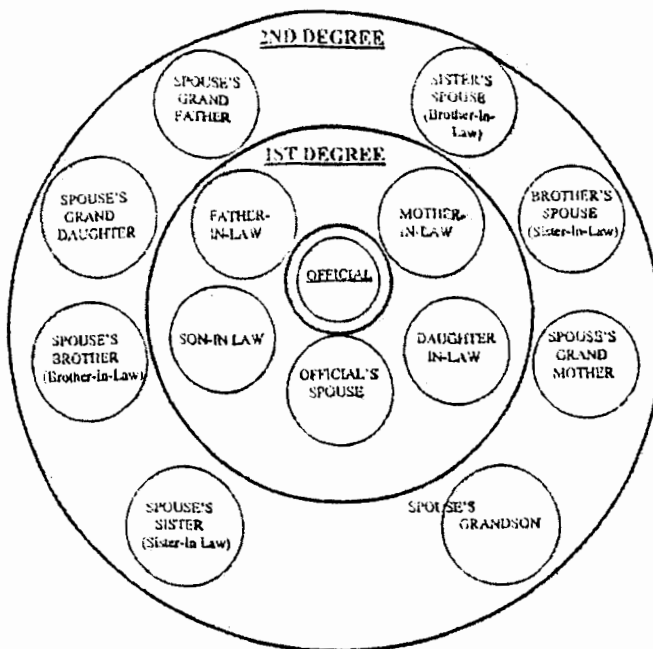
#### **HIRING A RELATIVE**

An elected or appointed official of Val Verde County shall not appoint, vote for, or confirm the appointment to any office, position, clerkship, employment or duty of any person related within the third degree of consanguinity or the second degree of affinity as determined by V.A.C.S., Art. 5996a.

Nothing herein shall prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty for the following period prior to the election or appointment, as applicable, of the officer or member related to such employee in the prohibited degree:

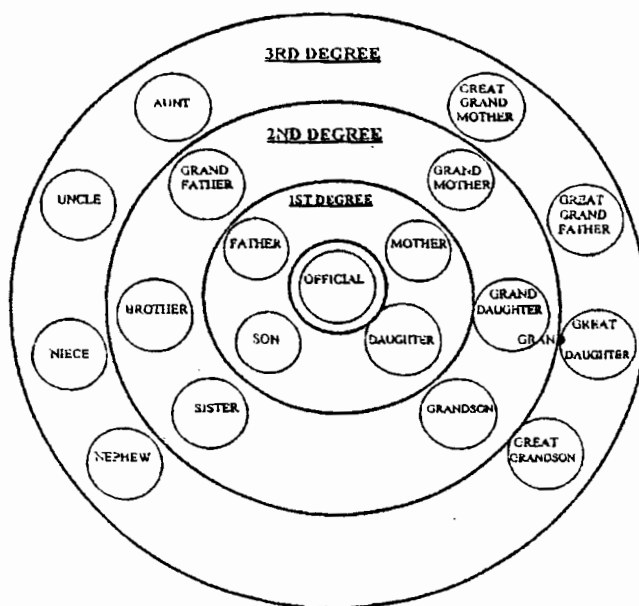
- a. At least 30 days, if the officer or member is appointed.
- b. At least six months, if the officer or member is elected at an election other than the general election for state and county officers.
- c. Or at least one year, if the officer or member is elected at the general election for state and county officers.

Whenever a person is allowed to continue in an office, position, clerkship, employment, or duty because of the operation of paragraph 2, the prohibited degree shall not participate in the deliberation or voting upon the appointment reappointment, employment, confirmation, re-employment, change in status, compensation, or dismissal of such person, if such action applies only to such person and is not taken with respect to a bona fide class or category of employees.



Affinity Kinship Chart  
(Marriage)

**TEXAS NEPOTISM CHART  
CIVIL LAW METHOD**



Consanguinity Kinship Chart  
(Blood)

**TEXAS NEPOTISM CHART  
CIVIL LAW METHOD**

## **1.04 PHYSICAL STANDARDS**

### **BASIC STANDARDS**

Each current employee or job applicant of Val Verde County shall be required to meet the basic physical standards for the job in which he/she is employed or for which he/she is applying.

The County may require a job applicant to take a physical examination to determine if he/she meets the basic physical standards necessary to perform the essential job functions in which he/she is applying for after a conditional offer of employment is extended. The physical's results can affect the conditional offer of employment if the physical requirements (listed on the job description) are not met. All physical exams shall be at the county's expense.

The purpose of any physical examination conducted under the provisions of this policy, and the nature of any reports generated by such a physical examination, shall be to measure and show only physical standards and abilities that are specifically required for the job in which the individual is employed or for which he/she is applying.

Determination of reasonable accommodation for otherwise qualified disabled employees or applicants shall be made in accordance with the provisions of the EQUAL EMPLOYMENT OPPORTUNITY POLICY.

## **1.05 RECRUITMENT AND SELECTION**

### **RECRUITMENT**

Recruitment of qualified applicants to fill openings on the staff of Val Verde County may include, but not be limited to, public posting in the Val Verde County Courthouse and referrals from the Texas Workforce Commission serving Val Verde County. The Human Resources Director shall be responsible for notifying existing employees of current vacancies.

### **APPLICATION**

An individual who is not a current employee of Val Verde County shall be required to fully complete an application for employment form provided by the County before he/she can be considered to be an applicant for any position in the County and shall be registered with the Texas Workforce Commission.

The personnel file of current County employees applying for open positions shall serve in lieu of having to complete a new application form. Current County employees shall be given first consideration to fill current openings in the form of lateral transfers. First consideration does not guarantee a job transfer. It includes first notification and review of the current employee's qualifications for the position.

Application for any open position in the County shall be made at the personnel department.

### **DISQUALIFICATION**

An applicant shall be disqualified from consideration if he/she:

- a. Does not meet the minimum qualifications necessary for the performance of the duties of the position for which applying.

- b. Has knowingly made a false statement on the application form or any other documents related to or which have bearing on the selection process.
- c. Has committed or attempted to commit a fraudulent act at any stage of the selection process; or is not legally permitted to hold the position.

An applicant may be disqualified from consideration for employment for other reasonable grounds relating to job requirements.

### **SELECTION**

It shall be the policy of Val Verde County to select a qualified applicant to fill any open position. Selection is to be made by the official or department head having the opening.

Steps in determining an applicant's overall suitability for a position may include but not limited to:

- a. A review of the application to determine basic qualifications;
- b. A personal interview with the potential supervisor;
- c. Reference and other background checks.

Applications of individuals applying for employment with Val Verde County shall be kept in the Personnel office for a minimum of 24 months after the initial date of the application and in addition applications are considered active for 6 months.

When a vacancy is filled, the applications of individuals not selected shall be sent to the Personnel's office to be placed in the application files.

The applications kept in the Personnel office may be reviewed during normal working hours by any supervisor having an opening in his or her department.

## **1.06 SEXUAL HARASSMENT, GENERAL HARASSMENT & DISCRIMINATION**

### **POLICY**

All forms of harassment and discrimination are prohibited by Val Verde County whether committed by an elected official, appointed official, department head or employee. Val Verde County does not tolerate harassment or discrimination in the workplace of its employees by non-employees. It shall be the policy of Val Verde County to provide a workplace free of harassment and discrimination for all employees and to take corrective steps to eliminate such harassment and discrimination when the County becomes aware it is taking place. The County will take measures to preclude any form of harassment or discrimination. All County employees are encouraged to report any complaint of harassment or discrimination. The County will promptly and thoroughly investigate any complaint of harassment or discrimination and take prompt remedial action if necessary. Any employee who violates this policy may be disciplined up to and including termination.

### **DEFINITION**

Harassment or discrimination shall include unwelcome verbal, written or physical conduct designed to threaten, intimidate or coerce. This could include racial or ethnic slurs, jokes, statements, pictures, emails

or cartoons. Sexual harassment shall include, but not be limited to, unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature, which includes slurs, jokes, statements, gestures, touching, pictures, emails or cartoons where:

- a. Submission to such conduct is either an expressed or implied condition of employment.
- b. Submission to or rejection of such conduct is used as a basis for an employment decision affecting the harassed person.
- c. The conduct has the purpose or effect of substantially interfering with an affected person's work performance or creating an intimidating, hostile or offensive work environment.

All claims of harassment or discrimination shall be taken seriously and investigated promptly, thoroughly and as is consistent with the investigation; confidentially.

While all claims of harassment or discrimination shall be handled with discretion, there can be no complete assurance of full confidentiality.

No retaliation or other adverse actions shall be taken against an employee who, in good faith, files a claim of sexual harassment, general harassment or discrimination or those employees who cooperate in the investigation of a complaint.

#### **EMPLOYEE RESPONSIBILITY**

Use the following procedures so that your complaint maybe resolved quickly and fairly.

1. When practical, confront the harasser and ask them to stop the unwanted behavior.
2. Record the time, place and specifics of each incident, including any witnesses.
3. Report continuing harassment to the Elected Official or Appointed Official who is responsible for your department or to the Human Resource Director, County Judge or the County Attorney.
4. If a thorough investigation reveals that unlawful harassment has occurred, Val Verde County will take effective remedial action in accordance with the circumstances up to and including termination.

#### **REPORTING AND INVESTIGATION**

Employees who feel they have been harassed or discriminated against should immediately report the situation to the elected appointed official who is responsible for the department in which they work.

If, for any reason, the employee feels that reporting the harassment to the department head may not be the best course of action, the report should be made to the Human Resources Director, County Judge, or the County Attorney.

The official or department head to whom a claim has been reported shall be responsible for seeing that prompt action is taken to investigate the claim by reporting all claims to Human Resources Director.



Employees and witnesses may be asked to sign written complaints of the allegations of harassment and discrimination. All Elected Officials, Appointed Officials, Department Heads and employees will be expected to fully cooperate in the investigation.

Once the investigation is complete, the employee making the claim shall be notified of the result of the investigation and any actions which are to be taken.

#### **OTHER RIGHTS**

Reporting or failing to report claims in accordance with the procedure given in this policy shall not limit other legal recourse an employee may have in regard to harassment charges.

### **1.07 PROMOTION**

It shall be the policy of Val Verde County to provide promotional opportunities for current employees whenever reasonably possible.

Employees wishing to apply for a promotion into an available position shall make application for that position in accordance with the provisions of the POLICY ON RECRUITMENT AND SELECTION.

While the County's policy is to fill each position with a qualified applicant, preference may be given to current county employees by the elected official or department head if the county employees can meet the job's requirements.

#### **PROMOTED EMPLOYEES**

If a promoted employee cannot meet the required standards of the new position, the employee may be discharged or may be restored to the position from which he/she was promoted or to a comparable position.

#### **PAY INCREASE**

When an employee is promoted within the County, the employee will receive the higher of the base salary for their new position or a 5% increase in current pay.

### **1.08 TRANSFER**

Transfers are the lateral movement of an employee from one position to another with the same responsibility or complexity of job duties with no change in salary within the department.

Elected officials, appointed officials or department heads may transfer an employee in their department to a vacant position within their department. All transfers must be handled in accordance with the budget adopted by Commissioners Court.

### **1.09 DRESS CODE**

Val Verde County expects all employees to be well groomed, clean, and neat at all times. Each elected Official/department head will determine the type of attire that is acceptable for their designated department.

## **1.10 EMPLOYEE ATTENDANCE AND TIMELINESS**

### **ATTENDANCE**

Each employee shall report for work on each day he/she is schedule to work unless prior approval is given by the employee's supervisor or the employee is unable to report for work due to circumstances beyond the control of the employee.

### **TARDINESS**

Each employee shall be at his/her place of work in accordance with the starting time established for his/her position unless prior approval is given by the supervisor or the employee is unable to be at work on time for reasons beyond the control of the employee.

Each employee shall remain on the job until the normal quitting time for his/her job unless permission to leave early is given by the employee's supervisor.

### **NOTIFICATION**

If an employee is tardy or absent without prior approval, the employee shall be responsible for notifying his/her supervisor as soon as is practical as to the circumstances causing the tardiness or absence.

### **EXCUSED AND UNEXCUSED**

In deciding whether a tardiness or absence without prior approval is to be classified as approved or unapproved, the supervisor shall be responsible for determining if the employee was tardy or absent due to circumstances beyond the reasonable control of the employee.

### **EXCESSIVE ABSENCE OR TARDINESS**

Frequent unexcused absences or tardiness shall make an employee subject to disciplinary measures up to and including termination.

### **POSITION ABANDONMENT**

An employee who does not report for work for three consecutive scheduled work days, and who fails to notify his or her supervisor, shall be considered to have resigned his/her position by abandonment.

## **1.11 OUTSIDE EMPLOYMENT AND ACTIVITIES**

An employee of Val Verde County shall not engage in any activity or other employment which will adversely affect his/her ability to effectively carry out the duties and responsibilities of his/her job.

An employee accepting other employment while still being employed by Val Verde County shall notify his/her supervisor before beginning such work except in instances where the work may be occasional or casual.

## **1.12 RESPONSIBILITY FOR COUNTY PROPERTY**

### **ASSIGNED PROPERTY**

All County employees shall be responsible for the proper use and maintenance of all tools, equipment or vehicles in their care, custody or control. County employees will only use equipment, vehicles, tools, and other county property that they are authorized to use.

### **PERSONAL USE**

Personal use of county vehicles, equipment, supplies, tools, and any other County property shall not be permitted.

### **DRIVER'S LICENSE**

A County employee who operates any County equipment or vehicle which requires a license shall be required to have a current active license for that vehicle or equipment any time he/she operates it.

Any employee who operates a vehicle or equipment which requires a license for legal operation shall immediately notify his/her supervisor of any change in the status of that license.

An employee whose job involves operation of a vehicle for equipment requiring a license for its legal operation shall be subject to possible job change or termination if that license is suspended or revoked.

An employee whose job involves operation of a vehicle or equipment requiring a license for its legal operation, but who is deemed uninsurable by the County's insurance carrier even though the employee's license has not been revoked or suspended, shall be subject to possible job change or termination.

Val Verde County requires that any employee who drives a County vehicle must have in his/her possession at all times a current and valid driver's license. Compliance with this policy is required of the employees. Violation of this policy may subject the employee to disciplinary action leading to termination.

Human Resources Director will ensure compliance with this policy. HR will conduct an annual audit on the driver's licenses of employees who drive Val Verde County vehicles to ensure that they are not suspended or revoked. It is also the employee's responsibility to advise their immediate supervisor if a change in their license has occurred.

### **ACCIDENTS**

Any employee involved in an accident while operating County equipment or vehicles shall immediately report the accident to his or her supervisor and to the proper law enforcement or other authority immediately.

A copy of all accident and incident reports including an employee statement shall be sent to the Supervisor and the Human Resources Director, Risk Management and the County Attorney.

## **1.13 TELEPHONE USAGE**

### **COUNTY TELEPHONES**

County telephone shall be used for conducting the business of Val Verde County.

### **PERSONAL USE**

Personal use of County telephones by County employees shall be limited to situations where it is necessary for the employee to make a personal call.

Excessive personal use of County telephone may make an employee subject to disciplinary measures, up to and including termination.

### **LONG DISTANCE**

Long distance calls on County phone shall be made only by County employees authorized to make long distance calls and only for official County business.

Violation of policy will subject the employee to possible disciplinary actions, up to and including termination.

## **1.14 COUNTY CELL PHONE USAGE**

Val Verde County determines on a case by case basis the need for county provided cell phones. County cell phones are to be used for business purposes only. Employees who use their cell phones for personal use will be required to reimburse the county for the unauthorized use. The employee may also lose the privilege of having a county cell phone.

Val Verde County strongly discourages the use of any cell phone while operating any vehicle. Employees should plan calls to allow placement of calls either prior to traveling or while on rest breaks.

Val Verde County bans all employees from texting, emailing or reading emails while operating any county owned vehicle. County employees who are driving their own personal vehicle are also banned from texting while driving on county business. Federal law prohibits any CDL drivers operating any vehicle over 10,000 GWR from texting with fines and penalties, up to including loss of CDL.

Employees in possession of a Val Verde County owned cellular phones are required to take appropriate precautions to prevent theft and vandalism of all company equipment.

### **PERSONAL CELL PHONE USAGE**

Each department shall set their own rules and regulations regarding personal cell phone usage while at work.

## **1.15 GROUP COMMUNICATION POLICY**

The County may, as needed, use group communication tools (such as email and text messages) to communicate with all employees (or subsets of them) on matters of official county business that require

immediate notification or that are of a sufficient level of importance to warrant special attention. The county may also use group communication tools to communicate with employees in the event of emergencies or where other means are impractical. With the exception of the Emergency Notification System, any such group communications to employees must be approved by the County Judge and should be limited to those matters (such as office closures) that affect the majority of the defined group. The group communication identify the person sending it and from where it originated.

If an employee has a non-county issued cell phone and wants to receive group communications as described above, the employee must notify the Human Resources department. (Consent to Release form is part of HR new hire process).

### **1.16 CONFIDENTIALITY**

Val Verde County is a public entity, however, some county employees acquire confidential (confidential, non-public) information as a result of their position with the county. This information must be protected. Employees who reveal confidential (confidential, non-public) information they have received as a result of their position may be subject to discipline up to and including termination.

Regarding the personnel information on employees of Val Verde County; much of the information in an employee's personnel file, including salary and job evaluations is subject to disclosure under the Public Information Act, however, highly personal matters are typically not subject to disclosure. The county will adhere to the Public Information Act requirements.

### **1.17 IRS FRINGE BENEFITS**

Val Verde County will comply with the IRS in regards to fringe benefits such as county uniforms, county vehicle usage and day-trip meals. You may be responsible for paying taxes when you receive such fringe benefits.

Employees who request reimbursement for meals where no overnight stay is required will have the entire value of reimbursement made through payroll in order to satisfy IRS regulations regarding the taxability of IRS fringe benefits.

Where the county provides uniforms to employees, including the sheriff's department, fire department and road/bridge department, where the uniform consists of khaki pants, wranglers, blue jeans, polo shirts, straw hats, cowboy hats, belts, belt buckles, boots, or any other item that can be worn or altered to be worn in public-off duty, the employee will be responsible for paying fringe benefit taxes on such items. The amount of the clothing will be added to the employee's pay and the employee must pay the taxes only for such clothing.

When a county employee is required by the county to wear a certain uniform, then the above paragraph will not apply as long as the uniform is not worn after hours, weekends or holidays.

### **1.18 E-MAIL / INTERNET**

Val Verde County has established a policy with regard to access and disclosure of electronic mail messages created, sent or received and access to the internet by County employees using the County's electronic mail system. The County intends to honor the policies set forth below, but must reserve the right to change them at any time as may be required.

Val Verde County respects the individual privacy of its employees. However, employee privacy does not

extend to the employee's work related conduct or the use of Val Verde County provided equipment or supplies. You should be aware that the following guidelines may affect your privacy in the workplace. Employees waive any right to privacy in anything they create, store, send or receive on the county computer or internet. You should understand that Val Verde County records are subject to open record requests and disclosure as required by law.

As a condition of providing internet access to employees, Val Verde County places certain restrictions on workplace use of the internet. Val Verde County encourages employees to use the internet to communicate with other county employees and the public regarding matters within an employee's assigned duties; to acquire information related to or designed to facilitate the performance of regularly assigned duties and to facilitate performance of any task or project in a manner approved by the employees supervisor for county business purposes.

The internet access will not be used for any "Streaming Downloads" (requires user to remain attached to web site for an extended period of time) such as, but not limited to, news services or music web sites. The employee must not remain on-line, but immediately disconnect upon completion of internet access.

Employees are strictly prohibited from using the county provided internet for the following: game playing; distribution of destructive programs (i.e., viruses or self-replicating code); hateful, harassing or other anti-social behavior; offensive or harassing statements or language including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs; making publicly accessible obscene files; sending or soliciting sexually oriented messages or images; solicitation; commercial usage of non-county business; operating a business, usurping business opportunities or soliciting money for personal gain or searching for jobs outside of Val Verde County; sending chain letters, gambling or engaging in any other activity in violation of the law; dissemination or printing of copyrighted materials (including articles and software) in violation of copyright laws; or sending, receiving, printing or otherwise disseminating confidential information of Val Verde County.

The electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authority.

The County maintains an electronic mail system as well as providing access to the internet. This system is provided by the County to assist in the conduct of business within the County.

The electronic mail system internet access hardware is County property. As such, all messages composed, sent, or received on the electronic mail system are and remain the property of the County. They are not the private property of any employee. Additionally, the County reserves the right to restrict Internet access on County hardware to those sites deemed offensive and unnecessary to the accomplishment of County business.

The County reserves the right and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over the electronic mail system for any purpose (applies to internet sites accessed as well). The contents of electronic mail property obtained for legitimate business purposes may be disclosed within the County without the permission of the employee.

The confidentiality of any message or internet access should not be assumed. Even when a message or file is erased, it is still possible to retrieve and read that message/file. Further, the use of passwords for security does not guarantee confidentiality. The electronic mail system has been installed by Val Verde County to facilitate business communications. Although each employee may have an individual password to access the system, it belongs to Val Verde County and the contents of the email communications can be accessible at all times by Val Verde County management for any business purpose. These systems may

be subject to periodic unannounced inspections, and should be treated like any other shared file systems. All system passwords and encryption keys must be available to Val Verde County management, and your passwords or encryption keys must be available to your direct supervisor. Backup of your email may be maintained and referenced for business or legal reasons. You should never assume that any message is confidential.

Notwithstanding the County's right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Any exception to this guidance must receive prior approval by the employer.

Employees shall not use a code, access a file, or retrieve any stored information, unless authorized to do so. Employees should not attempt to gain access to another employee's messages without the latter's permission.

All material downloaded from the internet or from other computers or networks MUST be scanned for viruses and other destructive programs before being placed on the Val Verde County computer system.

Any employee(s) who discover a violation of this guidance shall notify their department head/ elected official, or the Human Resources Director. Offensive e-mail messages should be forwarded to your department head / elected official or Human Resources Director for review or investigation. Access to offensive internet sites should be reported as well upon discovery. All complaints will be investigated promptly.

Any employee who violates this guidance or uses the electronic mail system or internet for improper purposes shall be subject to discipline, up to and including termination.

## **1.19 COUNTY VEHICLE USAGE**

Some employees may be required to use county vehicles as a part of their job. Employees who are assigned county vehicles shall be responsible for the care, maintenance, proper use and upkeep. Employees may only use the vehicles they are authorized to use. Employees may not allow non-County employees to operate the vehicles they have been assigned.

Personal use of the county owned vehicle is strictly prohibited. The employee may use the vehicle for business use only.

Elected Officials and employees with compensation at least as great as a Federal government employee at Executive Level V (2010-\$145,700) must use a personal miles driven log and include commuting to and from work time as personal miles. They will be taxed at the current federal rate for all personal miles driven. They must turn the log in monthly and their income will be grossed up and taxed quarterly.

Some vehicles meet the IRS definition of a qualified non-personal use vehicle. They include, generally the following vehicles: 1) clearly marked police or fire vehicles, 2) unmarked vehicles used by employees of the Sheriff's Department and any other law enforcement officers if the use is officially authorized for police business only, 3) qualified specialized utility repair trucks, 4) ambulance, 5) vehicles designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds, 6) delivery truck with a seat for the only, or 7) a passenger bus with the capacity of at least 20 passengers, if used for its specific purpose.

Employees who operate vehicles must maintain a current active license for the operation of that vehicle. If they have any change in status of their license they must immediately notify their supervisor. An

employee whose job involves operation of a vehicle requiring a license for its legal operation shall be subject to possible job change, demotion or termination if that license is suspended or revoked.

An employee whose job involves operation of a vehicle or equipment requiring a license for its legal operation, but who is deemed uninsurable by the County's vehicle insurance carrier even though the employee's license has not been revoked or suspended, shall be subject to possible job change, demotion or termination.

Any employee involved in an accident while operating County equipment or vehicles shall immediately report the accident to his or her supervisor and to the proper law enforcement or other authority immediately. A copy of all accident and incident reports including an employee statement shall be sent to the Supervisor, Human Resources Director, Risk Management and the County Attorney.

## **1.20 CONFLICT OF INTEREST**

Employees of Val Verde County shall not engage in any employment, relationship, or activity which could be viewed as a conflict of interest because of the potential or appearance of affecting the employee's job efficiency, or which would reduce his/her ability to make objective decisions in regard to his/her work and responsibility as a County employee.

Employees involved in conflict of interest situations shall be subject to discipline, up to and including termination.

### **PROHIBITED ACTIVITIES**

Activities which constitute a conflict of interest shall include but not be limited to:

- a. Soliciting, accepting, or agreeing to accept a financial benefit, gift, or favor, other than from the County, that might reasonably tend to influence the employee's performance of duties for the County or that the employee knows or should know is offered with the intent to influence the employee's performance.
- b. Accepting employment, compensation, gifts, or favors that might reasonably tend to induce the employee to disclose confidential information acquired in the performance of official duties.
- c. Accepting outside employment, compensation, gifts, or favors that might reasonably tend to impair independence of judgment in performance of duties for the County.
- d. Making any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and his or her duties for the County.
- e. Soliciting, accepting, or agreeing to accept a financial benefit from another person in exchange for having performed duties as a County employee in favor of that person.

## **1.21 POLITICAL ACTIVITY**

Employees of Val Verde County shall have the right to support candidates of their choice and to engage in political activity during their personal time.

Employees of Val Verde County shall not:

- a. Use their official authority or influence to interfere with or affect the result of any election or



nomination for office.

- b. Directly or indirectly coerce, attempt to coerce, command or advise a state or local official or employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for a political reason.
- c. Use any equipment, property, or material owned by the county for political activity or engage in political activity while on duty for the County.

## **1.22 WHISTLEBLOWER**

An employee may, in good faith, report an alleged violation of a Val Verde County Policy or federal or state law to his or her supervisor or department head, unless all of these persons are the alleged perpetrators of the alleged violation of policy or law. If all of the listed persons are alleged to be involved in the violation, the employee may report the allegation to County Attorney or sheriff's office. The county or other law enforcement entity will investigate the reported activity.

An official, supervisor, department director, or any other employee is prohibited from taking adverse employment action against an employee who, in good faith, reports an alleged violation of County policy or federal or state law to a designated person, pursuant to this policy.

An employee who intentionally makes a false report of wrongdoing may be subject to discipline up to and including termination.

An employee who, in good faith, believes he or she is being subjected to retaliation based on a report of alleged wrongdoing under this policy should immediately contact Human Resources, County Attorney, and County Judge.

## **1.23 WORKPLACE VIOLENCE**

Val Verde County is committed to providing a workplace free of violence. Val Verde County will not tolerate or condone violence of any kind in the workplace. The county will also not tolerate or condone any threats of violence, direct or indirect, this includes jokes. All threats will be taken seriously and will be investigated. Employees must refrain from any conduct or comments that might make another employee suspicious or in fear for their safety. Employees are required to report all suspicious conduct or comments to their immediate supervisor. Employees should be aware of their surroundings at all times and report any suspicious behavior from the public, former employees or current employees to their immediate supervisor or the sheriff's department. No employee other than an authorized law enforcement official, judge, or prosecutor may possess a firearm or other weapon with or without permits in all county offices and buildings owned or used by Val Verde County, this also includes county owned vehicles. If employees believe that a person is violating this policy, they should immediately report it to their immediate supervisor or the sheriff's department. Employees found in violation of this policy may be subject to discipline up to and including immediate termination.

## **1.24 SAFETY**

### **SAFETY STANDARDS**

Each County employee shall be required to adhere to the general safety program established for all employees and to all additional safety standards for their job or the department in which he/she works.

### **VIOLATIONS**

Failure to follow the safety standards set by the County shall make an employee subject to disciplinary action, up to and including termination.

An employee causing an accident resulting in major injury or death because of failure to follow safety standards may be terminated.

Employees seeing unsafe working conditions shall either take steps to correct those conditions or report the unsafe conditions to the department head.

### **1.25 WEATHER CLOSING & EMERGENCIES**

As a general practice, Val Verde County does not close its operations unless the health, safety, and security of county employees are seriously brought into question. When this happens, either because of severe weather conditions or other emergencies, the County Judge is responsible for initiating the closing.

The County Judge will notify the appropriate entities (i.e. Radio, News media, etc.) for a public announcement. Announcements of an emergency closing will, to the extent possible, specify the starting and ending times of the closing.

Many county departments are continuous operating public safety and service departments. Many county personnel will be required to work during emergency closings. Each Elected Official/department head is responsible for designating their own employees and providing alternate information to personnel designated as essential during emergency closings. Public safety will be foremost in the development of departmental emergency action plans.

### **1.26 DRUG AND ALCOHOL**

#### **PURPOSE**

The purpose of this policy shall be to establish a drug and alcohol-free workplace to help ensure a safe and productive work setting for all employees.

#### **APPLICABILITY**

This policy shall apply to all employees of Val Verde County regardless of rank or position and shall include temporary and part-time employees.

The only exception to this policy shall be the possession of a controlled substance by law enforcement personnel as part of their law enforcement duties.

#### **POLICY**

The following shall be a violation of this policy:

- a. The manufacture, distribution, dispensing, possession, sale, purchase, or use of a controlled substance or drug paraphernalia, illegal drug and alcohol on County property.
- b. Being under the influence of alcohol or illegal drugs while on County property or while on duty for the County is prohibited.

- c. The unauthorized possession or use of prescription or over-the-counter drugs while on County property or while on duty for the County.
- d. The use of prescription or over-the-counter drugs, while on County property or while on duty for the County, in a manner other than that intended by the manufacturer or prescribed by a physician.

#### **DEFINITIONS**

A controlled substance shall include any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. S 812), as amended. (A copy of this information is available for review in the Personnel Office.)

County property shall include all County owned, rented, or leased real property such as buildings, land, parking lots etc. and property used by employees such as vehicles, lockers, desks, closets, storage areas, etc.

Drugs shall include any chemical substance that produces physical, mental, emotional, or behavioral change in the user.

Drug paraphernalia shall include equipment, a product, or material that is used or intended for use in concealing an illegal drug or for use in injecting, ingesting, inhaling, or otherwise inducing into the human body an illegal drug or controlled substance.

Illegal drug shall include any drug or derivative thereof which the use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage of is illegal or regulated under any federal, state, or local law or regulation and any other drug, including (but not limited to) a prescription drug, used for any other than a legitimate medical reason, and inhalants used illegally. Included is marijuana or cannabis in all forms.

Under the influence shall be defined as a state of having a blood alcohol concentration of 0.02 or more where "alcohol concentration" has the meaning assigned to it in Section 49.01, Penal Code, or the state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage or a controlled substance.

#### **TYPES OF DRUG & ALCOHOL TESTING**

***Pre-Employment Testing:*** All employees may be tested prior to beginning their employment with Val Verde County. The Human Resource Director will provide the information regarding where and when to report for testing. Both a breath test for alcohol and urinalysis for drugs will be required. All offers of employment may be conditional upon passing a drug and alcohol test. No one will be hired who refuses to be tested or fails the test.

***Reasonable Suspicion Testing:*** If an employee is having a work performance problem or displaying behavior that may be alcohol or drug related, or is otherwise demonstrating conduct that may be in violation of this Drug and Alcohol Policy where immediate management action is necessary, a supervisor, with the notification of the Human Resource Director, will require that employee to submit to a breath test and or urinalysis. The following conditions may be signs of possible alcohol or drug use (this list is not

all-inclusive):

- Abnormally dilated or constricted pupils
- Glazed stare – redness of eyes (sclera)
- Flushed face
- Change of speech (i.e. faster, slower, slurred)
- Constant sniffing
- Increased or unexplained absences
- Redness under the nose
- Sudden weight loss
- Needle marks
- Change in personality (i.e. paranoia, anger)
- Increased appetite for sweets
- Forgetfulness – performance altering – poor concentration
- Borrowing money from co-workers or seeking an advance of pay or other unusual display of need for more money
- Constant fatigue
- Hyperactivity
- Smell of alcohol
- Difficulty walking or standing
- Dulled mental processes
- Slowed reaction rate

Elected officials, appointed officials or supervisors should take immediate action if they have reason to believe that substance or alcohol abuse is affecting the employee's job performance or endangering the public. A supervisor observing such conditions will take the following actions immediately:

- a. Confront the employee involved, and keep them under direct supervision until the situation is resolved. Inform the employee of the problems with their job performance and the specific violations of county policy.
- b. Contact the Human Resource Director and inform them of the situation with the employee under suspicion.
- c. After discussing the circumstances with the official or supervisor, the Human Resource Director may observe the employee or will proceed to testing the employee under the reasonable suspicion policy.
- d. The Human Resource Director will require that the employee be immediately required to submit to a breath test and or urinalysis. If the employee refuses to submit to the testing for any reason, the employee may be informed that they are being immediately terminated.
- e. The official or supervisor shall provide to the Human Resource Director documentation of the particular facts related to the behavior or performance problems within 24 hours of sending the employee for reasonable suspicion drug or alcohol testing.
- f. Under no circumstance will an employee be allowed to operate a vehicle or machinery while conducting County business until a confirmed negative test result is received.

**Post-Accident Testing:** All employees directly involved in an on-the-job accident that results in property

damage, lost time or bodily injury will be required to be drug and alcohol tested within 3 hours of the accident.

Any official or supervisor who requests that an employee be tested must contact the Human Resource Director for authorization of the test. They must provide the appropriate documentation to the Human Resource Director

- a. The employee will be escorted and driven to the designated testing facility for a specimen collection.
- b. Tests that may be required include breathalyzer, urinalysis and/or blood tests.
- c. In the case of urinalysis, an observed specimen will be collected. The specimen will be collected and sealed in an appropriate container which will then be laboratory tested.
- d. The employee will sign the chain of command that is provided by the drug testing facility.
- e. The employee will be suspended with pay until the test results are known. Arrangements will be made to safely return the employee to their residence.
- f. Unless required by law, the results of the alcohol or drug test will not be released to anyone other than the Human Resource Director and the official or supervisor without written authorization by the employee.

#### **REFUSAL TO BE TESTED**

Each employee is expected to fully cooperate and consent to a drug or alcohol test when requested under the terms of this policy. Refusal to consent to a drug test when requested may result in immediate termination.

#### **POLICY VIOLATIONS**

Any employee who violates this policy shall be subject to Disciplinary measures up to and including termination.

#### **PRESCRIPTION DRUGS**

Employees taking prescription medications shall be required to notify their supervisor of any possible effects the medication might have regarding their job performance and physical/mental capacity.

Any information concerning prescription medications being used by an employee, and any other medical information of which the supervisor becomes aware, shall be treated as confidential information.

Prescription medications used at work are to be kept in their original container.

#### **TREATMENT**

Employees having problems with drugs or alcohol are encouraged to seek treatment from qualified professionals.

Information on benefits provided for treatment of alcohol and drug problems through the County's medical insurance program is available in the employee's insurance coverage booklet or the HR office.

#### **RESERVATION OF RIGHTS**

Although adherence to this policy is considered a condition of continued employment, nothing in this policy shall alter an employee's status and shall not be deemed a contract or promise of employment. All employees shall be required to sign a Drug Abuse Policy.

## 1.27 DRUG ABUSE

### STATEMENT OF PURPOSE AND SCOPE

Val Verde County recognizes that alcohol and drug abuse in the work place has become a major concern. We believe that reducing drug and alcohol abuse, we will improve the safety, health and productivity of employees. The object of our drug abuse policy is to provide a safe and healthy work place for all employees, prevent accidents, and comply with section 7.10 of the Texas Worker's Compensation Act.

The use, possession, sale, transfer, purchase or being under the influence of drugs by employees at any time on County premises or while on County Business is prohibited. The illegal use of any drug is prohibited. Employees must not report for duty or be on County property while under the influence of, or have in their possession while on County property, any drug.

### DEFENITION OF DRUG

For the purpose of this policy, the term "drug" whichever it appears in this policy statement, includes alcoholic beverages as well as inhalants and all illegal drugs.

### CONSEQUENCES OF VIOLATING THE POLICY

Violation of this drug abuse policy will result in one of the following forms of corrective action: Immediate discharge, suspension, and probation, DRUG ABUSE written warning or oral warning. In arriving at a decision for proper action, the seriousness of the infraction, the past record of the employee, and the circumstances surrounding the matter will all be taken into consideration.

### TREATMENT PROGRAMS & EMPLOYEE INSURANCE

While we do not sponsor or endorse any specific drug treatment programs, such programs are available through public and private health care facilities in our area. Affected employees are encouraged to seek assistance for themselves and their dependents. The group health insurance offered to employees and their dependents provides limited coverage for expenses related to drug treatment programs. See your supervisor or refer to the plan description for detail.

### EDUCATION & TRAINING PROGRAMS

We do not offer, nor require participation in, drug and alcohol abuse education and training programs. However, various public and private facilities in our area offer such programs and affected Employees are encouraged to seek assistance.

I understand that drug testing may be required as condition for employment and employees may be subject to future reasonable suspicion or post-accident drug testing. All CDL drivers will be subject to all federal requirements including random drug testing as well as reasonable suspicion and post-accident drug testing.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date Signed

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**SECTION 2:**

**BENEFITS AND  
LEAVE**



## **2.01 MEDICAL AND LIFE INSURANCE**

### **ELIGIBILITY**

All full time regular employees of Val Verde County shall be eligible for the group medical insurance benefit.

Premium for the coverage for eligible employees shall be paid by the County. Val Verde County provides insurance coverage to eligible retirees up to age 65 or until Medicare eligibility. Retiree's eligible dependents coverage would be paid 100% by the retiree.

### **DEPENDENT COVERAGE**

Eligible employees may cover their qualified dependents by paying the full premium for the dependents.

Deductions for dependent coverage shall be made through payroll deduction from the employee's paycheck each pay period.

### **EXTENSION OF COVERAGE**

Employees who leave the employment of Val Verde County may be eligible for an extension of the medical coverage for themselves and their eligible dependents under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Information on extension of benefits under COBRA is available in the Human Resources Office and may be obtained during the normal working hours for that office.

### **LIFE INSURANCE**

Employees shall have a limited amount of life insurance on themselves as part of their group medical insurance coverage.

### **INFORMATION**

Details of coverage under the group medical insurance plan are available in the Human Resources Office and may be obtained during the normal working hours for that office.

COBRA notifications will be provided to all employees within 30 days of their hire date. All eligible employees and qualified dependents will be provided with COBRA information within 14 days of their termination.

An eligible retiree is an employee who has sufficient time accrued with Val Verde County or at another governmental entity and were not terminated.

No optional deduction shall be made from an employee's paycheck unless the employee turns in written authorization for the deduction to the Human Resources Office.

## **2.02 RETIREMENT BENEFITS**

### **ELIGIBILITY**

All part time and regular employees shall be eligible for the retirement benefit through the Texas County and District Retirement System. Temporary employees will not be eligible for retirement benefits.

### **CONTRIBUTIONS**

Eligible employees shall make contributions to the retirement program through a system of payroll deduction.

Val Verde County shall make a contribution to each eligible employee's retirement account equal to or greater than the contribution of the employee.

### **INFORMATION**

Information on the retirement program may be obtained at the County Personnel Office during the normal working hours for that office.

### **REHIRING RETIREES**

Retired employees shall be eligible to apply for open positions with Val Verde County as long as the following conditions are met:

- a. The retiree has been retired for at least one calendar month.
- b. No prior arrangement or agreement was made between Val Verde County and the retiree for re-employment.
- c. Any retiree who is rehired consistent with this policy will establish a new membership TCDRS and will be considered a new member for the purposes of beneficiary determination and benefit selections.

## **2.03 SOCIAL SECURITY/MEDICARE**

### **SOCIAL SECURITY/MEDICARE**

All County employees shall participate in the Federal Social Security/Medicare program which provides certain retirement, disability, and other benefits.

### **CONTRIBUTIONS**

Contributions to this program shall be made by deduction from each employee's paycheck in accordance with the requirements of this program.

The County shall contribute an amount accordance with the requirements of this program.

## **2.04 WORKER'S COMPENSATION**

### **ELIGIBILITY BENEFITS**

All Val Verde County employees are covered by workers' compensation insurance while on duty for the County.

Workers' compensation insurance pays for medical bills resulting from injury or illness an employee incurs while carrying out the duties of his/her job.

Workers' compensation also pays a Temporary Income Benefit (TIBS) for time lost from work in excess of seven calendar days as the result of eligible work related injuries or illnesses.

Employees may use paid leave for all time off less than 8 days.

All employees who are placed on Worker's Compensation leave will fall under the Family Medical Leave Act. Val Verde County runs FMLA and Worker's Compensation concurrently.

### **ACCIDENT REPORTING**

Any employee who suffers a job related illness or injury shall be required to notify his/her supervisor as soon as possible. A First Report of Injury or Illness must be filed with the Human Resources Office. Human Resources Office will notify Risk Management to conduct an investigation. If an employee is injured or ill from a work related accident and his supervisor or the employee believes that the condition needs emergency medical treatment, arrange to transport the employee to the Emergency Room immediately.

Failure to promptly report job related injuries or illnesses may affect an employee's eligibility for benefits or delay benefit payments which are due.

### **PHYSICIAN'S RELEASE**

An employee who has lost time because of a work related accident or illness shall be required to provide a release from the attending physician before being allowed to return to work.

### **CONTRIBUTORY FACTORS**

An employee's workers' compensation benefits may be adversely affected if the employee is injured while under the influence of alcohol or drugs or while the employee is engaging in horseplay.

### **SALARY CONTINUATION FOR LAW ENFORCEMENT**

Licensed peace officers (deputies and jailers) will receive 100% salary continuation from the 1<sup>st</sup> day of injury as guaranteed by the Texas State Constitution as long as the employee is incapacitated according to the workers' compensation standards until the end of the current term of the current sheriff.

## **2.05 MEAL PERIODS**

### **SCHEDULING**

The scheduling of employee meal periods shall be determined by the department head or his/her designee to facilitate the serving of the public and permitting efficient department operations.

### **LENGTH**

The normal length of the meal period shall be one hour or at the discretion of the supervisor.

### **DUTY STATUS**

For computation of hours worked, employees shall be considered to be off duty during meal periods unless circumstances require them to remain in an on duty status during the meal period as defined by the Fair Labor Standards Act.

## **2.06 BREAKS FOR NURSING MOTHERS**

The Fair Labor Standards Act requires a reasonable break for nursing mothers to express breast milk during the first year following the birth of a child. Val Verde County will provide a paid break up to 20-30 minutes for nursing mothers, the nursing mother will be allowed whatever time is needed to express breast milk, however, if the break is longer than 20-30 minutes in duration, the break time will be unpaid time off. The mother will be given a private location, not a bathroom to express breast milk. The location will be determined on a case by case basis. Val Verde County does not allow any retaliation against nursing mothers for asking for this break. Nursing mothers are entitled to this break for 1 year following the birth of their child. All other breaks are determined by each department head and are not required to be given. If your department provides you with a break, they may not be accumulated or used for time off. The Fair Labor Standards Act does not require any breaks other than for nursing mothers.

## **2.07 HOLIDAY**

### **ELIGIBILITY**

Only full time regular employees shall be eligible for the paid holiday benefit.

### **HOLIDAYS**

The County holidays for the following calendar year shall be determined by the Val Verde County Commissioner's Court at its first meeting of each calendar year.

### **HOLIDAY DURING VACATION**

If a paid holiday occurs during the vacation of an eligible employee, that day shall be paid as holiday and not be charged against the employee's vacation balance.

### **WORK ON A HOLIDAY**

If an employee's job requires him/her to work on an official holiday, the employee shall take another day

off in its place within the next 30 days. Time off will be at the discretion of the department head.

**HOLIDAY ON DAY OFF**

An employee shall not be allowed to take a day off with pay prior to a holiday in anticipation of working on the holiday.

**EMERGENCY**

An eligible employee called in to work on a holiday because of an emergency, or other special need of the County, shall be given paid time off during the next 30 days, equivalent to the amount of time worked on the holiday.

**SPECIAL OBSERVANCES**

Special consideration shall be given to employees requesting time off for religious or other special observances which are not designated as paid holidays for the County.

Determination of granted leave under special observances of this policy shall be made by the supervisor of the department in which the employee works, based on the needs of the department.

Vacation, compensatory time, or leave without pay may be used for leave granted under Section 7 of this policy.

**2.08 HOLIDAYS PERTAINING TO LAW ENFORCEMENT**

**ELIGIBILITY**

All regular employees of law enforcement who are certified peace officers. This policy excludes clerks, communication workers and maintenance employees.

**HOLIDAYS**

Eligible employees shall receive holiday personal leave time equal to the number of hours of holiday time approved the Commissioners Court each year when they set the official County holiday schedule.

Employees hired after January 1 of any given year shall receive holiday personal leave for the remaining county holidays for that year.

**COMPUTATION**

Each designated holiday is considered 8 hours for purposes of calculating the holiday personal leave time.

Holiday personal leave time is calculated on a calendar basis.

**USAGE**

Eligible employees must coordinate and receive approval from their supervisors prior to any usage of holiday personal leave time.

### **ACCRUAL**

A maximum of 48 hours holiday personal leave time may be carried over to the following year; only if every effort has been made to allow employees to use their holiday personal leave.

### **PAYBACK**

Any eligible employee leaving employment prior to the completion of the calendar year may owe hours back to the County if they have taken all holiday personal leave time prior to the completion of the calendar year. These hours will have to be calculated and applied towards the final paycheck. It is permissible for the employee to take time off at any time during the year, only those leaving service prior to the end of the year may have to pay back holiday personal leave time.

## **2.09 VACATION**

### **ELIGIBILITY**

All full-time regular employees shall be eligible for vacation benefits. Val Verde County has different levels of Eligibility – 37.5 to 40 hour employees and sheriff deputies under the 207(k) exemption who work at least 80 hours each 14 day work period.

Part-time and temporary employees shall not be eligible for vacation benefits.

### **ACCRUAL RATE**

Employees who are regularly scheduled to work 37.5 to 40 hours per week and who have worked for less than 5 years in a position eligible to receive vacation shall earn vacation at the rate of 8 hours per month, which is equivalent to 96 hours per year.

Employees who are regularly scheduled to work 37.5 to 40 hours per week and who have worked for 5 to 10 years in a position eligible to receive vacation shall earn vacation at the rate of 9.333 hours per month, which is equivalent to 112 hours per year.

Employees who are regularly scheduled to work 37.5 to 40 hours per week and who have worked for 11 to 15 years in a position eligible to receive vacation shall earn vacation at the rate of 11.333 hours per month, which is equivalent to 136 hours per year.

Employees who are regularly scheduled to work 37.5 to 40 hours per week and who have worked for over 15 years or more in a position eligible to receive vacation shall earn vacation at the rate of 14.66 hours per month, which is equivalent to 176 hours per year.

Sheriff Deputies who are regularly scheduled to work 80 hours per 14 day work cycle and who have worked for 1 to 15 years in a position eligible to receive vacation shall earn vacation at the rate of 11.333 hours per month, which is equivalent to 136 hours per year.

Sheriff Deputies who are regularly scheduled to work 14 day work cycle and who have worked for over 15 or more years in a position eligible to receive vacation shall earn vacation at the rate of 14.67 hours per month, which is equivalent to 176 hours per year.

Vacation shall not be accrued while an employee is on leave without pay.

#### **INITIAL ACCRUAL & WAITING PERIOD**

Accrual of vacation shall begin at the time an employee begins work in a position eligible to accrue vacation, but an employee must work for a minimum of 6 months in such a position before being eligible to take any vacation.

Upon completion of the six months of employment, an employee will be eligible to begin using his/her earned/accrued vacation time on a monthly basis.

#### **MAXIMUM ACCRUAL**

The maximum amount of unused vacation an employee shall be allowed to have at one time is the amount the employee would normally earn in one (1) year at his or her current accrual rate plus forty (40) additional hours.

Accrual over the maximum may be allowed if an employee is unable to take vacation because of the needs of the county and:

- a. The employee's supervisor prepares a request for accrual above the maximum explaining why the employee was unable to take vacation.
- b. The request is approved by Commissioner's Court.

#### **SCHEDULING**

Scheduling of vacation shall be at the discretion of the individual department heads.

#### **MINIMUM USAGE**

The minimum amount of vacation that may be taken at one time shall be one hour.

#### **BORROWING**

Employees shall only be able to use vacation which has already accrued and shall not be allowed to borrow vacation against possible future accruals.

#### **PAY IN LIEU OF VACATION**

Employees shall not be allowed to receive pay for vacation in lieu of taking time off.

#### **HOLIDAY DURING VACATION**

If a holiday falls during an employee's vacation, the holiday shall be charged in accordance with the POLICY ON HOLIDAYS and shall not be charged against the employee's vacation balance.

#### **PAY AT TERMINATION**

If an employee has worked for at least 12 months in a position which accrues vacation at the time the employee resigns, is discharged, or is terminated for any other reason, the employee shall receive pay for all unused vacation up to the maximum allowed based on years of service under this policy. (See Vacation

Accrual Schedule)

An employee who has not worked for a minimum of 12 months in a position which accrues vacation shall not be eligible for any vacation pay upon termination of employment.

**RECORD KEEPING**

Each employee shall be responsible for accurately recording all vacation time used on his or her time sheet.

**VACATION ACCRUAL SCHEDULE**

**FULL - TIME REGULAR EMPLOYEES**

Years of Service	Annual Accrual (Hours)	Maximum Accruals (Hours)
Less than five (5)	96	136
5 to 10	112	152
11 to 15	136	176
Over 15	176	216

**SHERIFF DEPUTIES**

Years of Service	Annual Accrual (Hours)	Maximum Accruals (Hours)
1 – 15	136	176
Over 15	176	216

**2.10 SICK LEAVE**

**ELIGIBILITY**

All full time regular employees shall be eligible for the paid sick leave benefit. Val Verde County has different levels of Eligibility – 37.5 to 40 hour employees, and sheriff deputies under the 207(k) exemption who work 80 hours each 14 day work cycle.

**ACCRUAL RATE**

Employees who are regularly scheduled to work 37.5 to 40 hours per week shall accrue sick leave at a rate of 8 hours per month.

Sheriff Deputies who are regularly scheduled to work 80 hours per 14 day work cycle shall accrue sick leave at a rate of 8 hours per month.

Accrual of sick leave shall start at the time an individual begins work for the County in a position eligible



for the sick leave benefit.

**MAXIMUM ACCRUAL**

The maximum amount of unused sick leave an employee shall be allowed to have at any time is 480 hours.

**USE OF SICK LEAVE**

Sick leave may be used for the following purposes:

- a. Illness or injury of the employee.
- b. Appointments with physicians, optometrists, dentists, and other qualified medical professionals.
- a. To attend to the illness or injury of a member of the employee's immediate family.

For purposes of this policy, immediate family shall be defined as spouse, child, parent, or other relative living in the employee's home who is dependent on the employee for care.

Sick leave may not be used as vacation or any other reason not addressed in this policy.

**NOTIFICATION**

Where sick leave is to be used for medical appointment an employee shall be required to notify his/her supervisor of the intent to use sick leave as soon as the employee knows of the appointment.

Where use of sick leave is not known in advance, an employee shall notify his/her supervisor of the intent to use sick leave within 30 minutes of the employee's normal time to begin work, when practicable.

Where it is not practicable to notify the supervisor within 15 minutes of the normal starting time, the employee should notify his/her supervisor as soon as is reasonably practicable.

If the employee feels that the situation will cause the employee to miss more than one day of work, the employee should notify his/her supervisor of the anticipated length of absence. The employee will be placed on FMLA, if event and employee is eligible.

**DOCUMENTATION**

If an employee uses three (3) or more consecutive days of sick leave, the supervisor shall have the right to require a physician's statement or some other acceptable documentation of injury or illness.

Documentation requirements under Section 13 of this policy shall also apply in situations where the absence is for the care of a member of the immediate family.

Documentation of illness or injury shall be required for any sick leave used during the two (2) weeks prior to resignation of employment with the County.

### **MINIMUM USE**

The minimum amount of sick leave that an employee may use at any time shall be one hour.

### **BORROWING**

Employees shall not be allowed to borrow sick leave against future accruals.

### **PAY AT TERMINATION**

Employees shall not be paid for unused sick leave at the termination of employment.

## **2.11 SICK LEAVE POOL**

### **ELIGIBILITY**

Pool Administrator – The Human Resources Director for Val Verde County.

Eligible Employees- An employee of Val Verde County with 12 or more months of continuous employment with the county who is paid from general fund of the county, from a special fund of the county, or from special grants paid through the county.

To become a member of the Sick Leave Pool, an eligible employee must transfer at least three (3) days of accrued sick leave time, complete and sign an Application / Contribution Form provided by the Pool Administrator stating the employee's desire to voluntarily join the sick leave pool and authorizing the Pool Administrator to deduct the days from the earned sick leave of the employee and to transfer the sick leave to the pool as if the employee had used the time for personal purposes.

An employee is not considered a member until the sick days are transferred to the pool.

An eligible employee may apply to the Pool Administrator to draw time from the sick leave pool. If it is determined that the employee is eligible, the Pool Administrator shall credit the approved days to that employee who may use the time in the same manner as sick leave earned by the employee in the course of employment with the County.

Employees may donate not more than 5 days of accrued sick leave time to the sick leave pool per year.

Enrollment period will be September of each year and will be effective October 1<sup>st</sup> of each year.

Sick leave pool benefits may be used for a catastrophic illness or injury of an employee if the eligibility and requirements have been met.

An employee who incurs a catastrophic illness or injury is eligible to use time from the sick leave pool if, because the catastrophic injury or illness and because of a previous donation of sick leave time to the pool, the employee has exhausted all paid leave time to which that employee is otherwise entitled and because of a previous donation.

An eligible employee may not draw time from the sick leave pool in an amount that exceeds 30 days (240 hours) or 1/3 of the pool, whichever is less. The Pool Administrator along with the Auditor's Office, Treasurers Office and Elected Official/Department Head shall determine the exact amount of time that an

eligible employee may draw from the sick leave pool.

An employee absent on assigned sick leave is treated for all purposes as if the employee were absent on earned sick leave. For purposes of this policy, sick leave pool days allocated shall be drawn based on the employee's standard work day and pay rate immediately prior to the catastrophic illness or injury. An employee does not earn Sick Leave, Annual Leave or any other form of paid leave while the employee is paid from the Sick Leave Pool. However, allocated days shall be included in computing an employee's length of service with the County.

If an employee who has received benefits from the sick leave pool returns to work and becomes ill again with the same or different illness, the employee may apply for additional days, not to exceed 30 days (240 hours) per year or 1/3 of the pool, whichever is less.

If the sick leave available through the sick leave pool falls below a number of days equal to two times (2x) the number of participating members at any time, an open enrollment may take place at the Commissioners Courts' discretion with existing members donating one (1) day and new members donating a minimum of three (3) days.

A "catastrophic" illness or "disability" is an employee's extended critical illness, surgery, injury or temporary disability due to illness or injury. To qualify as a catastrophic illness, an employee:

- a. must be unable to perform the duties of his or her position for an extended period of time.
- b. must require the services of a licensed medical practitioner for a prolonged period of time.
- c. is expected to have an extended absence from work for treatment or recovery after the employee has exhausted all accumulated available paid leave, irrespective of the form of such leave.
- d. Examples of qualifying catastrophic illness/injuries generally considered include, but are not limited to:
  - Stroke with residual paralysis or weakness;
  - Incapacitating heart attack;
  - Major surgery (hysterectomy, mastectomy, heart bypass, prostate); Cancer; Hepatitis, broken hip, car wreck requiring hospitalization.

**Sick Leave Pools are not available for:**

- a. Elective procedures or procedures that could be scheduled at a time more compatible with work responsibilities without detriment to the employee's health.
- b. Pregnancies without complications.
- c. Examples of illness/Injuries that generally would not be considered severe enough to be catastrophic include, but would not be limited to:
  - Broken limb
  - Cold/Allergy
  - Minor surgery with no complications such as appendectomy,

An eligible employee wishing to draw from the countywide sick leave pool must submit a Withdrawal

Request Form to the Pool Administrator who will subsequently send copies to the County Auditor's Office, Elected Official/Department Head and Treasurer for review. The request must include:

- a. A completed Val Verde County Sick Leave Pool Withdrawal Request Form.
  - b. A report describing the catastrophic illness or injury from a U.S. physician.
  - c. Expected dates of absence from work for the catastrophic illness or injury.
- A Sick Leave Pool allocation for an employee terminates on the earliest of:
- The date employee returns to work.
  - The effective date of any termination of the employee, including the termination due to the employee's death.
  - The contributed days are exhausted.
  - The employee has used the allowable amount of time from the Sick Leave Pool unless the additional time has been requested and approved.

Unused Sick Leave Pool days are credited back to the countywide Sick Leave Pool.

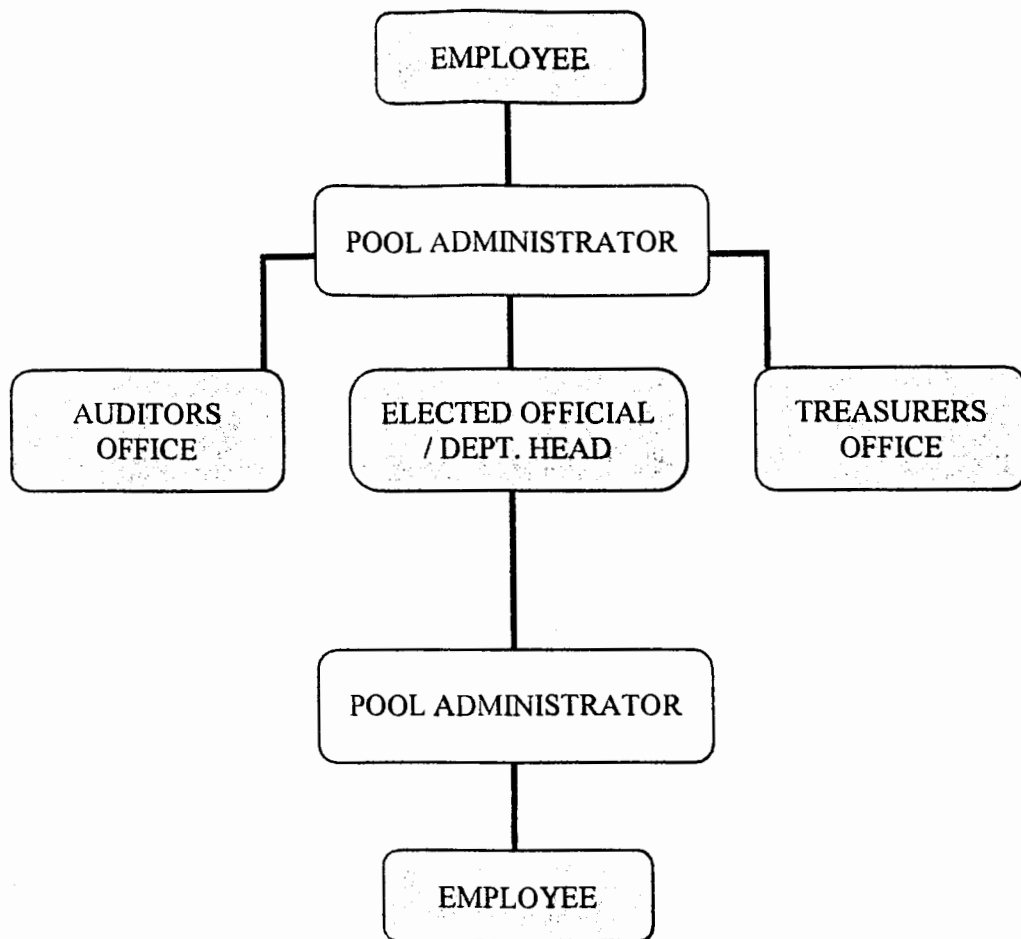
An employee's use of Sick Leave Pool time shall be included in the computation of any benefits available to an employee under the Family and Medical Leave Act.

Any departing employee who is a member of the sick leave pool will be able to donate any accrued sick leave to the sick leave pool if they wish to do so. If the leave is donated HR will be responsible for updating the Sick Leave Pool spreadsheet and advise the Auditor's Office.

If the request is declined, the employee will receive a written notice from the Pool Administrator, and a copy will be filed in the employees personnel file.

SICK LEAVE POOL

Procedure Flow Chart



## **2.12 FUNERAL LEAVE**

### **FAMILY FUNERAL LEAVE**

Employees shall be allowed up to three (3) days leave with pay for a death in the immediate family.

For purposes of this policy, immediate family shall include the employee's spouse and the child, parent, brother or sister, grandparents and grandchildren of the employee or the employee's spouse.

### **ADDITIONAL LEAVE**

If leave is needed beyond the limits set in this policy, it may be charged to available vacation or compensatory time or to leave without pay.

## **2.13 JURY DUTY LEAVE**

### **JURY DUTY**

Employees of Val Verde County who are called for jury duty shall receive their regular pay equal to the pay the employee is scheduled to work but not including overtime for the period they are called for jury duty which includes both the jury selection process and, if selected, the time they actually serve on the jury.

Pay for serving on a jury shall only include the time the employee would have normally been scheduled to work and will not include extra pay if jury service involves time outside the employee's normal work schedule.

Any fees paid for jury service may be kept by the employee.

### **OFFICIAL COURT ATTENDANCE**

Employees who are subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the County shall be entitled to leave with pay for such period as his/her court attendance may require.

### **PRIVATE LITIGATION**

If an employee is absent from work to appear in private litigation in which he/she is a principal party, the time shall be charged to vacation, other eligible paid leave, or leave without pay.

## **2.14 MILITARY LEAVE**

### **GUARD AND RESERVE**

County employees who are members of the National Guard or active reserve components of the United States Armed Forces shall be allowed up to fifteen (15) working days off per federal fiscal calendar year with pay to attend authorized training sessions and exercises.

The fifteen (15) day paid military leave shall apply to the federal fiscal calendar year and any unused

balance at the end of the year shall not be carried forward into the next calendar year.

Pay for attendance at Reserve or National Guard training sessions or exercises shall be authorized only for periods which fall within the employee's normal work schedule.

An employee may use annual leave, earned compensatory time, or leave without pay if he/she must attend Reserve or National Guard Training sessions or exercises in excess of the fifteen (15) day maximum.

#### **ORDERS**

An employee going on military leave shall provide his or her supervisor with a set of orders within two (2) business days after receiving them.

#### **ACTIVE MILITARY**

County employees who leave their positions as a result of being called to active military service or who voluntarily enter the Armed Forces of the United States shall be eligible for re-employment in accordance with the state and federal regulations in effect at the time of their release from duty.

## **2.15 FAMILY AND MEDICAL LEAVE**

#### **ELIGIBILITY**

To be eligible for benefits under this policy, an employee must:

- a. Have worked for Val Verde County at least 12 months (it is not required that these 12 months be consecutive; however a continuous break in service of 7 years or more will not be counted toward the 12 months) and
- b. Have worked at least 1250 hours during the previous 12 months.

#### **QUALIFYING EVENTS**

Family or medical leave under this policy may be taken in the following situations:

- a. The birth of a child and in order to care for that child.
- b. The placement of a child in the employee's home for adoption or foster care.
- c. To care for a spouse, child, or parent with a serious health condition.
- d. The serious health condition of the employee that makes the employee unable to perform the essential functions of their job.
- e. A qualifying exigency arising out of the fact that employee's spouse, child or parent is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces (Regular, National Guard or Reserves). Covered active duty means deployment or a call to deployment in a foreign country.

- f. To care for a covered service member (Regular Armed Forces, National Guard or Reserves) with a serious injury or illness if the employee is the spouse, child, parent or next of kin (nearest blood relative) of the service member.
- g. To care for a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (Regular, National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

#### **SERIOUS HEALTH CONDITION**

Serious health condition of the employee shall be defined as a health condition that requires overnight inpatient care at a hospital, hospice, or residential care medical facility or continuing treatment by a health care provider.

Serious health condition of a spouse, child, or parent shall be defined as a condition which requires overnight inpatient care at a hospital, hospice, or residential care medical facility, or a condition which requires continuing care by a licensed health care provider.

#### **CONTINUING TREATMENT**

A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

- a. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
  - 1. Treatment two or more times within 30 days of incapacity, or
  - 2. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment by a health care provider. This treatment must occur within the first seven days of incapacity.
- b. Any period of incapacity due to pregnancy or pre-natal care.
- c. Any period of incapacity or treatment due to a chronic serious health condition that requires periodic visits to a health care provider and continues over an extended period of time.
- d. Any period of incapacity which is permanent or long term due to a condition that treatment is not effective.
- e. Any period of incapacity or absence to receive multiple treatments by a health care provider.

#### **QUALIFYING EXIGENCY LEAVE**

Eligible employees may take FMLA leave when an employee's covered military member (spouse, child of any age or parent) is on covered active duty called to active duty status in a foreign country. The following qualify as exigency leave:

- a. Leave may be taken to address any issue that arises because the covered military member was given seven or less days' notice for covered active duty deployment. Eligible employee may take up to 7 days beginning on the date the covered military receives the call or order to covered active duty.



- b. Leave may be taken to attend any official ceremony, program or event sponsored by the military that is related to the covered active duty of a covered military member.
- c. Leave may be taken to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are related to covered active duty of a covered military member
- d. Leave may be taken to arrange for alternative childcare, provide childcare on an urgent basis (not as routine), to attend school or daycare meetings, to enroll or transfer covered children under age 19 when it is necessitated by the covered active duty of a covered military member
- e. Leave may be taken to make or update financial or legal arrangements to address the covered member's absence while on covered active duty
- f. Leave may be taken to act as the covered military member's representative before a governmental agency for obtaining, arranging or appealing military service benefits while the covered military member is on covered active duty and for a period of 90 days following the termination of the covered member's covered active duty status.
- g. Leave may be taken to attend counseling provided by someone other than a health care provider for oneself, for the covered military member or covered child provided the need for counseling arises from the covered active duty of a covered military member.
- h. Leave may be taken to spend time with a covered military member who is on a short-term, temporary, rest and recuperation leave during leave during the period of deployment. Eligible employees may take up to five (5) days of leave for each instance of rest and recuperation.
- i. Leave may be taken to attend post-deployment activities for the covered military member for a period of 90 days following the termination of the covered member's covered active duty status.
- j. Leave may be taken to address issues that arise from the death of a covered military member while on covered active duty status
- k. Leave may be taken to address any other additional events that may arise out of the covered military member's covered active duty status provided the County agrees the leave shall qualify as an exigency and agree to both the timing and the duration of such leave.

#### **LEAVE AMOUNT**

Up to 12 weeks leave per 12 month period may be used under this policy.

The County will measure the 12 month period as a rolling 12 month period measured backward from the date an employee uses any leave under this policy.

All leave taken under this policy during the prior 12 month period shall be subtracted from the employee's 12 week leave eligibility and the balance is the leave the employee is entitled to take at that time.

If a husband and wife both work for the County, the maximum combined leave they shall be allowed to take in any 12 month period for the birth or placement of a child is 12 weeks. The combined limit is 26 weeks in a single 12-month period if leave is to care for a covered service member with a serious injury or illness.

An eligible employee is entitled up to 26 workweeks of leave to care for a covered service member with a serious injury or illness during a single 12-month period.

- a. The single 12 month period begins on the first day the eligible employee takes FMLA to care for covered service member or covered veteran and ends 12 months after that date.
- b. If an eligible employee does not take all of their 26 work weeks during this 12 month period,

the remaining part of the 26 workweeks of leave entitlement to care for the covered service member or veteran is forfeited.

- c. This leave entitlement is applied on a per-injury basis such that an eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service members or to care for the same covered service member with a subsequent serious illness or injury, except that no more than 26 workweeks may be taken within any single 12 month period.

#### **PAID AND UNPAID LEAVE**

If an employee has accrued leave, the employee shall be required to use the following paid leave as detailed below: Compensatory time, vacation, holiday and sick. The remainder of the leave shall be unpaid.

An employee who is taking leave because of their own health condition, or the serious health condition of an eligible family member, shall be required to first use sick leave, vacation, and then any other paid leave, with the remainder of the 12 week leave period being unpaid leave.

An employee taking leave for the birth of a child shall be required to take paid sick leave first, then earn compensatory time, vacation and holiday leave for the recovery period after the birth of the child and prior to being on unpaid leave.

After the recovery period from giving birth to a child, the employee shall be required to first use all earned compensatory time, then vacation and other available paid leave, except for sick leave with the remainder of the 12 week leave period being unpaid leave.

An employee who is taking leave for the placement of a child in the employee's home for adoption or foster care shall be required to use first earned compensatory time, then vacation and other available paid leave, except for sick leave, with the remainder of the 12 week leave period being unpaid leave.

An employee is taking leave for a qualifying exigency for a covered military member shall be required to use first earned compensatory time, then vacation and other available paid leave, except for sick leave, with the remainder of the 12 week leave period being unpaid leave.

An employee taking leave for the care of a covered service member or covered veteran shall be required to first use all earned compensatory time, then sick leave, vacation, and any other paid leave, with the remainder of the 26 week leave period being unpaid leave.

The maximum amount of paid and unpaid leave that may be used under this policy in any 12 month period is 12 weeks, except for qualifying leave to care for a covered military member or covered veteran with a serious injury or illness with the maximum leave being 26 weeks in a single 12 month period.

#### **INSURANCE**

While on leave under this policy, the County shall continue to pay the employee's medical insurance premium at the same rate as if the employee had been actively at work.

The employee shall be required to pay for dependent coverage, and for any other insurance coverage for which the employee would normally, pay, or the coverage will be discontinued.

Payment for coverage under paragraph 2 of this policy shall be made through regular payroll deduction

while the employee is on leave with pay.

While on leave without pay, the employee shall be required to pay for premiums due to the County under paragraph 2 of this policy no later than 30 days after the due date which the County sets or the coverage shall be discontinued.

At the end of the 12 weeks leave all eligible employees will be offered COBRA if they are unable to return to work, except for the care of an injured covered military member or covered veteran where the eligible employee will be offered COBRA at the end of 26 weeks in a single 12 month period.

#### **INTERMITTENT LEAVE AND REDUCED SCHEDULE**

Intermittent leave under this policy shall be allowed only where it is necessary for the care and treatment of the serious health condition of the employee, the employee's eligible family member or the care of a covered military member or covered veteran.

A reduced schedule under this policy shall be allowed only where it is necessary for the care and treatment of the serious health condition of the employee, the employee's eligible family member or the care of a covered military member or covered veteran.

All work time missed as the result of intermittent leave or a reduced work schedule under this policy shall be deducted from the employee's 12 week leave eligibility. If the time missed is for the care of a covered military member or covered veteran with a serious injury or illness the time will be deducted from the employee's 26 week leave eligibility in a single 12 month period.

#### **CERTIFICATION REQUIREMENTS**

The County shall have the right to ask for certification of the serious health condition of the employee or the employee's eligible dependent when the employee requests or is using leave under this policy.

The employee must respond to the request within 15 days of the request or provide a reasonable explanation for the delay. If an employee does not respond, leave may be denied.

Certification of the serious health condition of the employee shall include:

- a. The date the condition began;
- b. Its expected duration;
- c. The diagnosis of the condition;
- d. A brief statement of the treatment; and
- e. A statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's job.

Certification of the serious health condition of an eligible family member shall include:

- a. The date the condition began;
- b. Its expected duration;
- c. The diagnosis of the condition;
- d. A brief statement of treatment; and
- e. A statement that the patient requires assistance and that the employee's presence would be beneficial or desirable.

Certification for leave taken because of a qualifying exigency shall include:

- a. A copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or called to active duty status in support of a contingency operation;
- b. The dates of the covered military member's active duty service;
- c. A statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency, sufficient to support the need for leave;
- d. The approximate date on which the qualifying exigency will start and end;
- e. If the request is for an intermittent leave or reduced schedule basis, an estimate of the frequency and duration of the qualifying exigency;
- f. If the qualifying exigency involves meeting with a third party, appropriate contact information such as name, title, organization, address, telephone number, fax number and e-mail address and a brief description of the purpose of the meeting.

Certification for leave taken for a serious injury or illness of a covered military member or covered veteran shall include:

- a. If the injury or illness was incurred in the line of duty while on active duty;
- b. The approximate date on which the illness or injury occurred and the probable duration;
- c. A description of the medical facts regarding the covered military member's health condition, sufficient to support the need for care;
- d. If the covered military member is a current member of the Regular Armed Forces, the National Guard or Reserves and the covered military member's branch, rank and unit currently assigned to;
- e. The relationship of the employee and the covered military service member.
- f. In lieu of certification, an ITO (invitational travel orders) or an ITA (invitational travel authorizations) issued is sufficient certification for a eligible employee to be allowed to take FMLA to care for a covered military member. The employee may be required to provide confirmation of the covered family relationship to the seriously injured or ill covered military member.

If the employee plans to take intermittent leave or work a reduced schedule, the certification shall also include dates and the duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule. Certification for intermittent or reduced schedule leave may be requested every 6 months in connection with an eligible absence.

The County shall have the right to ask for a second opinion from a physician of the County's choice, at the expense of the County, if the County has reason to doubt the certification, *except FMLA to care for a seriously injured or ill covered service member supported by an ITO or ITA.*

If there is a conflict between the first and second certifications, the County shall have the right to require a third certification, at the expense of the County, from a health care practitioner agreed upon by both the employee and the County, and this third opinion shall be considered final.

#### **REQUESTING LEAVE**

Except where leave is unforeseeable, an employee shall be required to submit, in writing, a request for leave under this policy to his or her immediate supervisor.

Where practicable, an employee should give his or her immediate supervisor at least 30 days' notice before the beginning leave under this policy.

Where it is not reasonably practicable to give 30 days' notice before beginning leave, the employee shall be required to give as much notice as is reasonably practicable.

If an employee fails to provide 30 days' notice for foreseeable leave, the leave request may be denied until at least 30 days from the date the County receives notice.

#### **REINSTATEMENT LEAVE**

Employees returning from leave under this policy, and who have not exceeded the 12 week maximum allowed under this policy, shall be returned to the same job or a job equivalent to that the employee held prior to going on leave. Employees who have not exceeded the 26 week maximum, in a single 12 month period, allowed to care for a seriously ill or injured covered military member or covered veteran, shall be returned to the same job or a job equivalent to the job they held prior to going on leave.

Where an employee is placed in another position, it will be one which has equivalent status, pay, benefits, and other employment terms and one which entails substantially equivalent skill, effort, responsibility, and authority. .

The County shall have no obligation to reinstate an employee who takes leave under this policy and who is unable to return to work after using the maximum weeks of leave allowed under this policy, or who elects not to return to work after using the maximum leave; this includes employees who may still have sick leave or vacation leave still available.

#### **REPAYMENT OF PREMIUMS**

Except in situations where the employee is unable to return to work because of the serious medical condition of the employee or an eligible family member, or other situations beyond the control of the employee, an employee who does not return to work after using the maximum leave allowed under this policy shall be required to reimburse the County for all medical premiums paid by the County while the employee was on leave without pay.

#### **OTHER BENEFITS**

While on leave without pay under this policy, an employee shall not earn vacation, sick leave, be eligible for holidays, or earn other benefits afforded to employees actively at work, except for those stated in this policy.

#### **OTHER ISSUES**

Any area or issue regarding family and medical leave which is not addressed in this policy shall be subject to the basic requirements of the Federal Family and Medical Leave Act (FMLA) and the regulations issued to implement it.

The County may send out to an employee who has been out for 3 or more days a Medical Certification to determine the employees FMLA eligibility. The employee should have their physician complete and return the certification within 15 days of receipt to be eligible for FMLA. Failure to return the medical certification

may result in denial of FMLA and the job protection provided by the FMLA. Employees will be required to provide a Fitness-for-Duty certification prior to returning to work.

## **2.16 RETURN-TO-WORK**

### **POLICY OVERVIEW**

This policy covers employees who are on leave due to an occupational injury or illness. Because employees are our most valuable resource, Val Verde County attempts to help employees return to work as soon as possible after their physician certifies their fitness to do so.

### **COORDINATION WITH ATTENDING**

An employee on leave due to a work-related disability can return to work only when Val Verde County receives the attending physician's written medical release authorization such return. Val Verde County's Personnel office, in conjunction with the elected official, is responsible for providing the physician with a copy of the employee's job description, copies of job descriptions for potential light-duty assignments, and written information explaining Val Verde County's return-to-work program.

### **JOB DESCRIPTION**

Each elected official is responsible for working with supervisors to ensure that job descriptions accurately and completely describe the essential functions of each position. Each elected official works with the Personnel office and medical consultants to analyze any new light-duty position and develop a job description describing the essential functions of that position.

### **RETURN TO WORK OPTIONS**

Arrangements to facilitate an employee's early return to work are made in consultation with the employee's attending physician and/or other qualified medical professionals retained by Val Verde County or its insurance carrier. The following options are explored:

- a. Return to prior position. An employee is offered the opportunity to return to his or her prior position if the attending physician certifies that the employee can perform the essential functions of the job with or without reasonable accommodations. The Personnel office is responsible for working with the employee's supervisor, the elected official, and attending physician (and third-party consultants, as necessary) to provide any reasonable accommodations.
- b. Modified duty. Any employees who are not yet able to return to their former duties are offered (subject to the restrictions set out in section 5 of this policy) a temporary modified-duty assignment that has been approved by the employee's attending physician. The Personnel office is responsible for working with the employee's supervisor, the elected officials, and the employee's attending physician to develop and implement the modified-duty assignment. The assignment can consist of the employee's regular job with reduced working hours and/or activities, or an alternative modified-duty position.

#### **RESTRICTIONS ON MODIFIED-DUTY ASSIGNMENTS**

The following restrictions apply to modified-duty assignments:

- a. No guarantee of work. As provided in section 4 of this policy, Val Verde County must endeavor to return employees to gainful employment as soon as possible by exploring possible modified-duty assignments. However, Val Verde County does not guarantee the availability of modified-duty work.
- b. Pay rates and worker's compensation benefits. Employees on modified-duty are not guaranteed the rate of pay they received for the position they held at the time they sustained their work-related injury or illness (Exceptions; Deputies and Jailers are guaranteed 100% salary continuation while incapacitated under Workers Comp. Standards). The pay rate for a modified-duty assignment is based on the knowledge, skills, and abilities required for the job as well as general market conditions. Employees who return to work in modified-duty positions before they have reached maximum medical improvement are eligible for temporary income benefits under TEXAS workers' compensation program if they earn less than they earned in the position held at the time they sustained the work-related accident or illness. Employees in modified-duty positions are not permitted to supplement their workers' compensation benefits by using their accrued vacation, personal, or medical/sick leave.
- c. 12-Week limit. Modified-duty assignments are temporary arrangements intended to complement and facilitate the healing process. Modified-duty assignments cannot exceed 12 weeks without approval from Val Verde County's elected officials.

#### **EMPLOYEE REFUSAL OF WORK/TRAINING**

In the event that an employee refuses to return to regular or modified-duties in response to a written, bon a fide offer of employment sent via certified mail, the employee is separated from Val Verde County and his/her position will be filled permanently (Note: An exception to this rule applies in the case of employees who have not yet exhausted their FMLA leave entitlement. (See section 9). A written offer of employment must clearly state:

- a. The position offered and the duties of the position;
- b. Val Verde County's agreement to any limitations or conditions set out in the attending physician's certification of the employee's fitness to return to work;
- c. The job's essential functions; and
- d. The job's wage, working hours, and location.

#### **PERMANENT DISABILITIES**

When reaching maximum medical improvement, an employee can have a permanent disability that impairs the employee's ability, with or without reasonable accommodations, to return to his or her regular position. Val Verde County, in consultation with the employee's attending physician and TEXAS Worker's Compensation Department, must evaluate the following options:

- a. Securing vocational rehabilitation services from TEXAS Rehabilitation Commission or private consultants, as appropriate. Services can include assessment and testing, counseling, and training.
- b. Finding a position at Val Verde County commensurate with the employee's knowledge, skills and abilities. Employees with permanent disabilities are paid partial or total permanent disability benefits as required under TEXAS' workers' compensation statute and applicable federal law.

#### **MEDICAL INFORMATION**

All employee medical information is held in strict confidence in accordance with Americans with Disabilities Act. Medical inquiries are limited to those permitted under TEXAS' workers' compensation statute and applicable federal law.

#### **COORDINATION WITH FMLA**

Nothing in this policy should be construed as denying employees their rights under the Family and Medical Leave Act or any other federal or state law.

It is Val Verde County's policy to designate an employee's leave due to a work-related injury or illness as FMLA leave.

Employees entitled to FMLA leave can voluntarily accept modified-duty assignments while they are recuperating, but they cannot be required to do so. Employees who lose their workers' compensation benefits as a result of declining a modified-duty assignment are required to substitute any available paid leave, such as accrued vacation, personal, or medical/sick leave, for unpaid FMLA leave.

Until employees have exhausted their 12-week FMLA entitlement, they have the right to be reinstated to their original job or an equivalent job provided that they are able to perform the job's essential functions.

### **2.17 TRAVEL**

All travel on official business shall be authorized by department heads, subject to reimbursement or advance payment of expenses to the individual employee authorized to travel. All travel vouchers, Credit Cards, and reimbursement expenses shall be signed and approved by Elected Official or Department Head. Total travel expenditures for a department shall not exceed the total amount approved by the Commissioners' Court in its' annual County budget. If travel is for a seminar, conference, etc., a copy of the pamphlet or brochure must be attached to request for payment of conference fee in order for payment to be made.

Each County employee is responsible for ensuring that their travel complies with County Policy. A failure to comply will result in delayed reimbursement or rejection of the employee's travel voucher. A County employee may not seek reimbursement of travel expenses that the employee knows are not reimbursable. A County employee shall immediately reimburse the County for an overpayment. An overpayment is an employee's receipt of a reimbursement that exceeds travel policy guidelines.

A department head shall not authorize travel if insufficient funds remain in the travel line item to pay the anticipated cost. The department head may petition the Commissioners' Court for a line item transfer within the department budget. This may be done in the event a bona fide emergency causes the balance



in the travel line item to be insufficient to pay the anticipated expenses for the necessary travel. Department heads may also request an emergency transfer of funds from other County budget accounts to the affected travel line item.

When it is practical (physically and emotionally) for employees to share lodging and/or transportation, they should do so to conserve financial resources (tax dollars). The decision concerning this issue shall be made jointly by the department head and employees involved.

The Maximum daily allowance for hotel stay per evening is \$150.00 per night per room. If the host hotel for the conference or seminar is greater than \$150, then the rate being charged would be approved. Only during Legislation Session, the Maximum daily allowance for hotel stay per evening in Austin, Tx. And Washington DC will be \$275.00.

Employees or elected officials traveling outside the county may request a per diem of up to \$46.00 per day for meals providing they are traveling on official business. The advance shall be requested at least 3 business days prior to departure date or earlier on a Travel Statement form provided by the County Auditor's Office. County Credit Cards will not be accepted for meal expenses. The only exception would apply to Road Crews and Sheriff's Office Transport Division. Credit cards cannot be used for payment of tipping/gratuities. On those occasions where the exception does apply, itemized receipts must be provided. Day trip meals are an IRS Taxable Fringe Benefit and will be treated according to IRS Regulations.

When driving from seminars that end no later than 3:30 p.m., an overnight stay should not be necessary. A County employee should be able to arrive in the County at their destination no later than 8:30p.m. For driving destinations in excess of 350 miles, a full day's travel should be planned.

Hotel expenses can only be claimed for the actual cost of the room. Telephone calls, movie channels, and snacks or beverages are not subject for reimbursement. Hotel/Motel receipts must be itemized.

The County will reimburse employees for mileage driven on their personal vehicles at the current federally approved rate when such mileage is for authorized work related business.

When employees from the same department travel on the same dates with the same itinerary, they must coordinate travel. When four or fewer employees travel on the same itinerary, only one may be reimbursed for mileage. When more than four employees travel on the same itinerary, only one out of every four may be reimbursed for mileage. Texas Government Code Section 660.044. Exceptions can only be granted by order of the Commissioners Court prior to the date of travel.

The mileage to be paid will be based on the information contained in the Map Quest Website from location to location submitted by traveler. If a destination is not listed in the guide, the mileage will be computed in the following manner.

- a. The mileage to the nearest city to the destination will be determined by the guide.
- b. The official state map will be used to set the mileage between the nearest city and the destination.
- c. The two figures will be combined and the total mileage determined.

If for some reason the mileage cannot be computed by the above-mentioned measures, the odometer reading will be used.

When employees are reimbursed for authorized work related business use of their personal vehicles, it is understood that the authorized reimbursement fee includes each and every operating expense related to

the automobile or driving of the auto including, but not limited to:

- Gas
- Oil
- Repairs
- Maintenance
- Depreciation and,
- Insurance on the employees automobile

The County's insurance does not include liability or physical damage to a personal auto for an employee or any other person involved in an accident with an employee.

All employees who use their personal vehicle for business are expected to maintain at least the minimum amount of insurance as required by the State of Texas. Employees who receive an auto allowance are encouraged to obtain Class 3 business insurance for vehicles to be used in the normal course of County business.

The method of travel shall be approved by the department head. The use of the least expensive method is encouraged, relevant to the time constraints and budgetary limits of the affected department and cost of an employee/elected officials' time.

The County will reimburse actual expenses on travel by Air, Bus and Train at the lowest possible rates. Use of a private vehicle for travel outside the County for trips in excess of 800 miles round-trip will be reimbursed at a rate not to exceed the total cost of round-trip coach airfare.

The Auditor shall approve the request if there are sufficient funds in the affected departmental travel account to pay the reimbursement; or, in the event an advance has been requested, sufficient funds to pay both the advance and the anticipated balance for reimbursement. In the event the Auditor determines that sufficient funds are not available, notice shall be given to the department head and travel shall not be authorized without prior approval of the Commissioners' Court.

Only Val Verde County approved Travel Statement will be accepted. (See Exhibit "A")

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**SECTION 3:**

**WAGE & SALARY  
ADMINISTRATION**

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### **3.01 HOURS OF WORK, WORKDAY AND WORKWEEK**

#### **HOURS OF WORK**

The normal hours of work for Val Verde County shall be 8:00 a.m. to 4:30 p.m. with a one hour meal period in between. For computation of hours worked, employees shall be considered to be off duty during meal periods unless circumstances require them to remain in an on duty status during the meal period as defined by the Fair Labor Standards Act.

The normal days of work shall be Monday through Friday, except for official holidays.

#### **EXCEPTIONS**

In order to meet the needs of the County, certain departments or employees may be required to work a schedule that varies from the normal work schedule of the County or they may be subject to call in case of emergency or special needs.

The need for schedules that vary from the normal schedule shall be determined by each department head.

#### **WORK**

A workday for the County shall be defined as the period beginning at midnight and ending exactly 24 consecutive hours later.

#### **WORKWEEK**

For purposes of record keeping and compliance with the Fair Labor Standards Act (FLSA), a workweek for Val Verde County shall be defined as the period beginning at midnight each Friday and ending seven consecutive days later (168 hours).

### **3.02 PAY PERIOD**

#### **PAY PERIODS**

The pay period for Val Verde County shall be every two weeks. Payroll checks shall be issued on a bi-weekly basis.

#### **SALARY ADVANCES**

Salary advances shall not be made to any employee for any reason.

### **3.03 HOURS WORKED AND OVERTIME**

#### **HOURS WORKED**

Hours worked shall include all time actually spent in the service of the County as defined in the Fair Labor Standards Act (FLSA) and its regulations.

#### **OVERTIME APPLICATION**

Overtime, as defined by this policy, shall apply to all employees eligible for overtime compensation under the FLSA, except for law enforcement overtime in the Sheriff's Office operates under the 207K exemption.

#### **OVERTIME DEFINITION**

Except for law enforcement under the 207K exemption, Overtime shall include all time actually worked for the County in excess of 40 hours in any work week. All employees who work a 37.5 hour work week, will be compensated for hours worked between 37.5 and 40 hours at their hourly rate of pay (if funds are available) or compensatory time at 1 times actual hours worked.

For covered law enforcement employees (i.e. deputies), Val Verde County has established a work period of 14 days and 80 hours. After employees work 80 hours they will receive either pay (if funds are available) or compensatory time at time and a half their regular rate.

Paid leave shall not be counted in determining if overtime has been worked in any workweek.

Except in emergency situations, an employee shall be required to have authorization from his/her supervisor before working overtime.

### **3.04 COMPENSATORY TIME**

#### **POLICY APPLICATION**

This policy shall apply to all County employees eligible for overtime compensation under the Fair Labor Standards Act (FLSA) except for law enforcement employees.

Overtime for law enforcement employees will be earned after 80 hours actually worked.

#### **OVERTIME COMPENSATION**

Overtime compensation for all other employees shall be paid in the form of compensatory time off in accordance with the provisions of the FLSA. Grant funded programs may be paid if allowed by grant.

Covered employees shall receive compensatory time off, with pay, at a rate of one and one-half (1 ½) times the amount of overtime worked.

#### **MAXIMUM COMPENSATORY TIME**

The maximum amount of unused compensatory time an employee shall be allowed to have at any one time is 240 hours. The maximum amount of compensatory time for Law Enforcement employees shall have at any time is 480 hours.

If and when an employee is promoted from a "non-exempt" status position to an "exempt" status, the compensatory time will either be paid by the county or compensatory time may be used, or a combination of the two, at the Courts discretion.

When an employee has reached the maximum accrual of compensatory time, any additional overtime worked shall be compensated at a rate of one and one-half (1 ½) the employee's regular rate of pay until compensatory time has been used to bring the balance below the maximum.

#### **USE OF COMPENSATORY TIME**

Employees shall be allowed to use earned compensatory time within a reasonable period after it is requested; provided that the employee's absence will not place an undue hardship on the operations of the department in which the employee works.

Compensatory time may be used for any purpose desired by the employee.

The County shall have the right to require employees to use earned compensatory time at the convenience of the County.

#### **TERMINATION**

If an employee terminates employment, for any reason, prior to using all earned FLSA compensatory time, he/she shall be paid for all unused compensatory time in accordance with the requirements of the FLSA.

#### **CASH PAYMENT FOR OVERTIME**

The County shall retain the right to pay all or part of the overtime worked in any workweek by paying for that overtime at one and one-half (1 ½ ) the employee's regular rate of pay.

#### **RECORDKEEPING**

Each employee shall be responsible for recording any compensatory time used within a pay period on the time sheet for that pay period.

The department head shall be responsible for keeping records of all compensatory time earned and used by each eligible County employee in his/her department and shall update the balance due to each employee at the end of each pay period.

#### **OTHER ISSUES**

Any issues on overtime compensation not addressed in this policy shall at least meet the minimum requirements of the Fair Labor Standards Act and the regulations issued by the Department of Labor to administer that Act.

### 3.05 FAIR LABOR STANDARDS ACT SAFE HARBOR

Val Verde County makes every effort to pay its employees correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to the elected official/department heads attention, Val Verde County will promptly make any corrections necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please use the reporting procedure outlined below. If you are overpaid the county will make the necessary corrections at the next payroll.

Employees who are classified as non-exempt employees must maintain an accurate record of the total hours you work each day. It is the responsibility of each employee to verify that their time sheets are correct. Your time card must accurately reflect all regular and overtime hours worked; any absences, late arrivals, early departures, and meal breaks. Do not sign your time card if it is not accurate. When you receive each pay check, please verify immediately that you were paid correctly for all regular and overtime hours worked each work week.

Non-exempt employees, unless authorized by your supervisor, should not work any hours that are not authorized. Do not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless you are authorized to do so. That time worked is to be recorded on your time card. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your time card. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination. If anyone directs you to work without documenting your time worked, you must tell the County Treasurer, Human Resources Director.

It is a violation of Val Verde County policy for any employee to falsify a time card, or to alter another employee's time card. It is also a serious violation of County policy for any employee, supervisor or official to instruct another employee to incorrectly or falsely report hours worked, or to alter another employee's time card to under- or over-report hours worked. If anyone instructs you to (1) incorrectly or falsely under- or over-report your hours worked, or (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, you should report it immediately to the County Treasurer, Human Resources Director.

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours worked for the County. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, the salary will be a pre-determined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

For exempt employees, your salary may also be reduced for certain types of deductions such as your portion of health, dental or life premiums; state, federal or local taxes, social security, retirement; or, voluntary contributions to a deferred compensation plan. In any workweek in which you performed any work, your wages may be reduced for any of the following reasons: 1) absence from work for one or more full days for personal reasons, other than sickness or disability; or 2) full day disciplinary suspensions for infractions of our written policies and procedures; or 3) full day for violating safety rules of a major



significance; or 4) Family and Medical Leave or Military Leave absences; or 5) to offset amounts received as payment for jury and witness fees or military pay; or 6) the first or last week of employment in the event you work less than a full week.

If you are an exempt employee, in any workweek in which you performed any work, your salary will not be reduced for any of the following reasons: 1) partial day absences for personal reasons, sickness or disability; or 2) your absence because the facility is closed on a scheduled work day; or 3) your absence because of the County's operating requirements; or 4) absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work; or 5) any other deductions prohibited by state or federal law.

Please note: it is not an improper deduction to reduce an employee's accrued vacation, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability.

If you have questions about deductions from your pay, please immediately contact your supervisor. If you believe you have been subject to any improper deductions or your pay does not accurately reflect your hours worked, you should immediately report the matter to the County Treasurer, Human Resources Director, or County Auditor. If you are unsure of who to contact or if you have not received a satisfactory response within five business days after reporting the incident, please immediately contact the elected official/department head. Every report will be fully investigated and corrective action will be taken where appropriate, up to and including discharge for any employee(s) who violates this policy. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the County's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy may result in disciplinary action, up to and including termination.

### **3.06 PAYROLL RECORDS**

#### **TIME SHEETS**

Each employee shall be required to keep an accurate time sheet each pay period which shows all hours worked and all requests for paid leave used or unpaid leave.

When the supervisor receives the time sheets from his/her employees, the supervisor shall review all the time sheets for completeness and accuracy and make any corrections, with the knowledge of the employee involved, which are necessary. All corrections must be initialed by the employee.

When the supervisor finishes reviewing the time sheets, he/she shall sign them and submit them to the County Auditor's Office by 9:00 A.M. on the Monday following the end of the pay period.

#### **RETENTION OF RECORDS**

The County Auditor's Office shall be required to keep copies of all time sheets and other payroll records for the minimum of four years per Texas State Retention Records requirements.

**SECTION 4:**

**SEPARATION**

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## **4.01 SEPARATIONS**

### **DEFINITION**

A separation shall be defined as any situation in which the employer-employee relationship between the County and a County employee ends.

### **TYPES OF SEPARATION**

All separations from Val Verde County shall be designated as one of the following types:

- a. Resignation
- b. Retirement
- c. Dismissal
- d. Reduction in force (layoff)
- e. Death
- f. Other

### **RESIGNATION**

A resignation shall be classified as any situation in which an employee voluntarily leaves his/her employment with Val Verde County and the separation does not fall into one of the other categories.

Employees who are resigning shall submit written notice to the Elected Official, Department Head or Human Resources Director of resignation to help facilitate the county in replacing the employee, a two week notice is desirable. Human Resources Director will forward notice to Elected Official/Department Head no later than next business day.

A minimum of two weeks advance written notice must be provided to the supervisor or to the Human Resources Director. The two weeks' notice must include time that will be actually worked. Vacation, personal leave, and sick leave may not be included in the advance notice requirement.

It is the County's policy to consider an employee ineligible for rehire if he or she does not provide the expected two weeks advance resignation notice. Human Resources must be notified immediately of all terminations in order to complete necessary exit paperwork.

### **EXIT INTERVIEW**

An exit interview may be held with a representative from Human Resources. Benefit matters, appraisal of employment at the County, and other relevant matters will be discussed with the employee.

### **RETIREMENT**

A retirement shall be any situation in which an employee meets the requirements to collect benefits under the County's retirement program and voluntarily elects to leave employment with the County to do so.

An employee who is retiring should notify his/her supervisor of that intent at least 30 days prior to the actual retirement date to help prevent delays in starting the payment of retirement benefits.

**DISMISSAL**

A dismissal shall be any involuntary separation of employment that does not fall into one of the other categories of separation.

Val Verde County is an "at-will" employer and a supervisor may dismiss an employee at any time for any legal reason or no reason, with or without notice.

**REDUCTION IN FORCE**

An employee shall be separated from employment because of a reduction in force when his/her position is abolished or when there is a lack of funds to support the position or there is a lack of work to justify the position.

**DEATH**

A separation by death shall occur when an individual dies while currently employed by the County.

If an employee dies while still employed by the County, his/her designated beneficiary or estate shall receive all earned pay and payable benefits.

**OTHER**

Any separation that does not fall into one of the categories outlined previously in this policy shall be designated as an "other" separation.

When a separation is designated as "other", the supervisor shall provide details of the nature of the separation for the personnel records.

**NOTIFICATION**

As soon as a supervisor becomes aware of separation from employment, or the intent to separate employment, by an employee, the supervisor shall be responsible for immediately notifying the Human Resources Director and the County Auditor.

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**SECTION 5:**

**DISCIPLINE**

## **5.01 DISCIPLINE**

Each supervisor shall have the authority to administer discipline to employees in his/her department for poor performance, violation of policies, disruptive behavior, or any other behavior or activity which the supervisor feels is not acceptable as it relates to the employee's job or the best interest of the department or County.

### **TYPES OF**

Depending on the severity of the situation, discipline may range from informal counseling up to and including immediate termination.

### **REASONS**

Examples of reasons for administering discipline shall include, but not be limited to:

- a. Insubordination;
- b. Absence without approval, including failure to notify a supervisor of sick leave;
- c. Repeated tardiness or early departure;
- d. Endangering the safety of themselves or others through negligent or willful acts;
- e. Intoxication or drug abuse while on duty;
- f. Unauthorized use of public funds or property;
- g. Violation of the requirements of these personnel policies;
- h. Conviction of a felony;
- i. Falsification of documents or records;
- j. Unauthorized use of official information or unauthorized disclosure of confidential information;
- k. Conviction of official misconduct;
- l. Unauthorized or abusive use of official authority;
- m. Incompetence or neglect of duty;
- n. Engaging in outside employment or activities which conflicts or interferes with the performance of duties for the County;
- o. Discourtesy to the public.

### **AT WILL EMPLOYMENT**

All County employees are "at will" employees and nothing in this policy gives an employee any contract of employment, guarantee of any duration of employment, or any other property interest in his/her job.

The County retains the right to terminate the employment of any individual at any time for any legal reason, or no reason, with or without notice. The County also retains the right to change any condition, benefit, privilege, or policy of employment at any time, with or without notice.

**DEMOTIONS**

Demotions are the movement of an employee from one position to another with a decreased responsibility or complexity of job duties or to a lower salary. Elected officials, appointed officials or department heads may choose to demote or re-assign any employee who is unable to meet performance requirements, for disciplinary reasons or for any other reason as deemed necessary by the official. Upon demotion, an employee's salary may be adjusted downward. If the employee's salary remains the same the elected official may not promote another employee into the demoted employee's position.



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**SECTION 6:**

**GRIEVANCES**

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## **6.01 GRIEVANCES**

### **PROCEDURE**

Any employee having a grievance related to his/her job should discuss the grievance with his/her immediate supervisor.

If the discussion with the immediate supervisor does not resolve the grievance, and, if the immediate supervisor is not the elected official with final responsibility for the employee's department, the employee shall have the right to discuss the grievance with that official.

The decision of the elected official with final responsibility for the employee's department shall be final in all grievances.

**SECTION 7:**

**ALCOHOL**

**&**

**DRUG ABUSE POLICY**

**VAL VERDE COUNTY  
ALCOHOL AND DRUG ABUSE POLICY FOR C.D.L. DRIVERS**

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## **7.01 STATEMENT OF PURPOSE**

Drivers are an extremely valuable resource for County's business. Their health and safety is a serious county concern. Drug or alcohol use may pose a serious threat to driver health and safety. It is, therefore, the policy of the County to prevent substance use or abuse from having an adverse effect on our drivers. The county maintains that the work environment is safer and more productive without the presence of alcohol, illegal or inappropriate drugs in the body or on County property. Furthermore, drivers have a right to work in an alcohol and drug-free environment and to work with drivers free from the effects of alcohol and drugs. Drivers who abuse alcohol or use drugs are a danger to themselves, their co-workers and the County assets.

The adverse impact of substance abuse by drivers has been recognized by the federal government. The Federal Highway Administration (FHWA) has issued regulations, which require the County to implement a controlled substance testing program. The County will comply with these regulations and is committed to maintaining a drug-free work place. All drivers are advised that remaining drug-free and medically qualified to drive are conditions of continued employment with the County.

Specifically, it is the policy of VAL VERDE County that the use, sale, purchase, transfer, possession or presence in one's system of any controlled substance (except medically prescribed drugs) by any driver while on County premises, engaged in County business, while operating County equipment, or while under the authority of the County is strictly prohibited. FHWA stated that mandatory testing must apply to every person who operates a commercial motor vehicle in interstate or intrastate commerce and is subject to the CDL licensing requirement.

The execution and enforcement of this policy will follow set procedures to screen body fluids (urinalyses), conduct breath testing, and/or search all driver applicants for alcohol and drug use, and those drivers suspected of violating this policy who are involved in a U.S. Department Transportation (DOT) reportable accident or who are periodically or randomly selected pursuant to these procedures. These procedures are designed not only to detect violations of this policy, but also to ensure fairness to each driver. Every effort will be made to maintain the dignity of drivers or driver applicants involved.

Neither this policy nor any of its terms are intended to create a contract of employment or to contain the terms of any contract of employment. VAL VERDE County retains the sole right to change, amend, or modify any term or provision of this policy without notice. This policy effective October 1<sup>st</sup>, 2010 and will supersede all prior policies and statements relating to alcohol or drugs for CDL drivers.

## **7.02 ADMINISTRATION GUIDE TO PERSONNEL - ALCOHOL AND DRUG TESTING PROCEDURES**

### **I. PURPOSE**

The purpose of this administration guide is to set forth the procedures for the implementation of controlled substances and alcohol use and testing of driver applicants and current drivers pursuant to the VAL VERDE County DOT Alcohol and Drug Abuse Policy. These procedures are intended to alter any existing relationship between VAL VERDE County and any driver.

The county's Alcohol and Drug Program Administrator designated to monitor, facilitate, and answer questions pertaining to these procedures is the Human Resources Office.

## **II. DEFINITIONS**

When interpreting or implementing these procedures or the procedures required by the Federal Highway Administration ("FHWA") controlled substance testing regulations, the following definitions apply:

"Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

"Alcohol concentration (or content)" means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

"Collection site" means a place where individuals present themselves for the purpose of providing breath, body fluid, or tissue samples to be analyzed for specified controlled substances. The site must possess all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage and transportation of shipment of the samples to a laboratory.

"Commercial motor vehicle" means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

1. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
2. Has a gross vehicle weight rating of 26,001 or more pounds; or
3. Is designed to transport 16 or more passengers, including the driver; or
4. Is of any size and is used in the transportation of materials found to be hazardous for the purpose of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, sub-part F).

"Controlled substance" has the meaning assigned by 21 U.S.C. 802 and includes all substances listed on Schedule I through V as they may be revised from time to time. (21 CFR 1308)

"Driver" means any person who operates a commercial motor vehicle or a county owned vehicle. This includes, but is not limited to: full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operated contractors who are directly employed or under lease to the county or who operate a commercial motor vehicle at the direction of or with the consent of VAL VERDE County. For the purposes of pre-employment/pre-duty testing only, the term "driver" includes a person applying for a position with VAL VERDE County, which requires a CDL to drive a commercial motor vehicle or who is driving a county owned vehicle at any time.

"Drug" means any substance (other than alcohol) that is a controlled substance as defined in this section and 49CFR Part 40.

"FHWA" means the Federal Highway Administration, U.A. Department of Transportation.

"Owner Operator(s)" means a driver(s) who has been contracted for services with the County. For the purpose of these procedures and the County's Alcohol and Drug Abuse Policy, owner-operators are not to be considered employees, but will be required to participate in the County's Alcohol and Drug Abuse Policy like all County drivers.

"Medical Review Officer" ("MRO") means a licensed M.D. or D.O. or approved testing facility with knowledge of drug abuse disorders that is employed or used by VAL VERDE County to conduct drug testing in accordance with this part.

"Performing (a safety-sensitive function)" means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.

"Random selection process" means that alcohol and drug tests are unannounced; that every driver of a motor carrier is subject to test. Tests conducted annually shall equal or exceed twenty-five percent (25%) for alcohol tests and fifty percent (50%) for drug tests of the total number of drivers subject to testing by the county.

"Reasonable suspicion" means that the supervisor believes the actions or appearance or conduct of a CDL required motor vehicle driver who is on duty as defined below, are indicative of the use of a controlled substance.

"Safety-sensitive function" means any of those on-duty functions set forth in CFR 49 section 385.2.

"On Duty Time" means all time from the time a driver begins work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. "On duty time" shall include:

1. All time on the county's premises, at a carrier or shipper plant, terminal or facility, or other property or on any public property, waiting to be dispatched, unless the driver has been released from duty by the county;
2. All time inspection, servicing or conditioning any commercial motor vehicle at any time;
3. All driving time;
4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
6. All time spent performing the driver requirements relating to accidents;
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.



### **III. SUBSTANCE PROHIBITED/PRESCRIPTION MEDICATIONS**

- A. Alcohol use means the consumption of any beverage, mixture, or preparation including any medication containing alcohol which, when consumed causes an alcohol concentration of 0.02 or greater.
- B. Controlled Substance: In accordance with FHWA rules, urinalyses will be conducted to detect the presence of the following substances:

Marijuana	Opiates	Phencyclidine (PCP)
	Cocaine	Amphetamines

- C. Prescription Medications: Drivers taking legally prescribed medication issued by a licensed health care professional familiar with the driver's work-related responsibilities must report such use to their immediate supervisor, and may be required to present written evidence from the health care professional which describes the effects such medications may have on the driver's ability to perform his/her tasks.

In the sole discretion of the *Alcohol and Drug Program Administrator*, a driver may be temporarily removed, with pay, from a safety-sensitive position if deemed appropriate.

### **IV. PROHIBITIONS**

- A. Alcohol Prohibitions: The new alcohol rule prohibits any alcohol misuse that could affect performance of a safety - sensitive function, including:
  - 1. Use while performing safety-sensitive functions.
  - 2. Use during the 4 hours before performing safety-sensitive functions.
  - 3. Reporting for duty or remaining on duty to perform safety-sensitive functions with an alcohol concentration of 0.02 or greater.
  - 4. Possession of alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines that contain alcohol (prescription or over-the-counter), unless the package seal is unbroken.
  - 5. Use during 8 hours following an accident, or until he/she undergoes a post-accident test.
  - 6. Refusal to take a required test.

**NOTE:** A driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform on or be permitted to perform, safety-sensitive functions for at least 24 hours. The other consequences imposed by the regulations and discussed below do not apply. However, documentation of this test constitutes written warning that County policy has been violated and could result in disqualification of a drive.

B. Drug Prohibitions: The regulations prohibit any drug use that could affect performance of safety-sensitive functions, including:

1. Use of any drug, except by doctors prescription and then only if the doctor has advised the driver that the drug will not adversely affect the driver's ability to safely operate the CMV;
2. Testing positive for drugs; and
3. Refusing to take a required test.

All drivers will inform the Alcohol and Drug Program Administrator of any therapeutic drug use prior to performing a safety-sensitive function.

**V. DRIVER APPLICANT AND CURRENT DRIVER TESTING**

A. Applicant Testing: All driver applicants will be required to submit to and pass a breath alcohol test and a urine drug test as a condition of employment. Job applicants who are denied employment because of a positive test may reapply for employment after six months.

Offers of employment are made contingent upon passing the County's medical review, including the alcohol and drug test. Driver applicants who have received firm employment offers are to be cautioned against giving notice at their current place of employment, incurring any costs associated with accepting employment with VAL VERDE County until after medical clearance has been received. All newly hired drivers shall not be permitted to start work until a confirmed negative result has been obtained by the Alcohol and Drug Administrator.

Driver applicant drug testing shall follow the collection, chain of custody, and reporting procedures as set forth in CFR 49 Part 40.

B. "Owner-operators:" Owner operators engaged by the County are not employees of the County, nor are they to be considered as such under this policy. However, every owner-operator engaged to provide services for the county who are not under a DOT approved drug and alcohol testing program must agree to, and successfully participate in the county's alcohol and drug testing program. All owner-operator agreements will be entered into by the County contingent upon the operator's successful completion of urinalyses and breath analysis under all phases of the County program, and are contingent upon the owner-operator's continued status as a medically qualified driver.

The term "driver" as used in these procedures includes owner-operators.

C. "Employee Drivers:" Under all circumstances, when a driver is directed to provide either a breath test or urine sample (Appendix C) in accordance with these procedures, he/she must immediately comply as instructed. Refusal will constitute a positive result, and the driver/employee will be terminated.

**1. Suspicion-Based Testing:**

a. Reasonable Suspicion: If a driver is having work performance problems or displaying behavior that may be alcohol or drug-related, or is otherwise demonstrating conduct that may be in violation of this Policy where immediate management action is necessary, a supervisor, with the concurrence of the

Personnel Director, will require that driver to submit to a breath test, or urinalyses. The following conditions are signs of possible alcohol or drug use (not all- inclusive)

1. Abnormally dilated or constricted pupils
  2. Glazed stare - redness of eyes (sclera)  
Flushed Face
  1. Change of speech (i.e. faster or slower)
  2. Constant sniffing
  3. Increased Absences
  4. Redness under nose
  5. Sudden weight loss
  6. Needle Marks
  7. Change in personality (i.e. paranoia)
  8. Increased appetite for sweets
  9. Forgetfulness-performance faltering-poor concentration
  10. Borrowing money from co-workers or seeking an advance of pay or other unusual display of need for money
  11. Constant fatigue or hyperactivity
  12. Smell of alcohol
  13. Slurred speech
  14. Difficulty Walking
  15. Excessive, unexplained absences
  16. Dulled mental processes
  17. Slowed reaction rate
- b. Supervisors or dispatchers must take action if they have reason to believe one or more of the above-listed conditions is indicated, and that the substance abuse is affecting a driver's job performance or behavior in any manner. A supervisor observing such conditions will take the following actions immediately.
1. Confront the employee involved and keep under direct observation until the situation is resolved.
  2. Secure the *Risk Management Administrator's* concurrence to observation; job performance and County policy violations must be specific.
  3. After discussing the circumstances with the supervisor, the *Risk Management Administrator* will arrange to observe or talk with the driver. If he/she believes after observing or talking to the driver, that the conduct or performance problem could be due to substance abuse, the driver will be immediately required to submit to a breath test or urinalysis. If the driver refuses to submit to testing for any reason, the driver will be informed that continued refusal will result in their immediate termination.
  4. Employee will be asked to release any evidence relating to the observation for further testing. Failure to comply will subject the employee to immediate termination. All confiscated evidence will be receipted for with signatures of both the receiving supervisor,

as well as the provider.

5. If upon confrontation by the supervisor, the driver admits to using alcohol or drugs in violation of this policy it will be considered that they are resigning their position. They will be asked to complete a written resignation and if they fail to do so, the county will terminate them.
- c. The supervisor shall, within 24 hours or before the results of the controlled substance test are released, document the particular facts related to the behavior or performance problems, and present such documentation to the Human Resource Director.
- d. The Human Resource Director will remove or cause the removal of the driver from the County-owned vehicle and ensure that the driver is transported to an appropriate collection site and thereafter, to the driver's residence, where appropriate, to a place of lodging. Under no circumstances will that driver be allowed to continue to drive a County vehicle or his/her own vehicle until a confirmed negative test result is received.
- f. If during the course of employment the driver acknowledges a substance abuse problem and requests assistance, the problem may be treated as if it were an illness, subject to the provisions set forth below:
  1. The decision to seek diagnosis and accept treatment for the substance abuse problem is the responsibility of the driver;
  2. The diagnosis and prescribed treatment of the of the driver's condition will be determined by health care professionals designated by the Human Resource Director in conjunction with the driver's physician; and
  3. The driver might be placed on medical leave for a predetermined period recommended by those medical professionals if the SAP determines that such action is appropriate

## **2. Post-Accident Testing:**

Currently federal regulations place the burden of compliance with post-accident alcohol and drug testing regulations on the driver. Therefore, all drivers are required to provide a breath test and a urine specimen to be tested for the use of controlled substances "as soon as practicable" after an accident. The driver shall remain readily available for such testing or may be deemed by the Human Resource Director to have refused to submit to testing. No alcohol may be consumed for 8 hours after the accident or until a test is conducted. If the driver is seriously injured and cannot provide a specimen at the time of the accident, he/she shall provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any controlled substances in his/her system.

An accident is defined by FHWA regulations as an accident which results in the death of a human being or bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or which has had one of the vehicles towed from the scene of the accident. Except for a fatality accident, verification of the driver's responsibility in the above accident scenario must

be established by a citation to the driver.

Adherence by drivers to post-accident specimen collection requirements is a condition of continued employment. (The failure of an owner-operator to comply with DOT post - accident and specimen collection rules will be considered a breach of his/her contract with the County, and the contract is invalid until appropriate substance abuse professional counseling has been completed.)

### **3. Random Testing**

The County will conduct random testing for all covered drivers as follows:

- A. A County-wide selection process which removes discretion in selection from any supervisory personnel will be adopted by the County. This process will select covered drivers through the use of a computerized program.
- B. The random testing once begun, will provide for alcohol testing of at least ten percent (10%) and for drug testing of at least fifty percent (50%) of all covered drivers.
- C. The random testing will be reasonably spaced over any twelve (12) month period.
- D. Once notified a driver must proceed immediately to the assigned collection site.

### **4. Designation of Appropriate Substance Abuse Professional:**

The Human Resource Director will be responsible for designating the appropriate substance abuse professional whom, in conjunction with the driver's physician will diagnose the problem and recommend treatment.

- A. The driver's successful completion of the approved treatment program is a condition of continued employment as a driver.
- B. Following successful completion of any approved treatment program, the driver will be required to submit to at least six random drug tests during the first year, and follow-up testing may be conducted for up to 60 months. Failure to adhere to this condition and/or testing positive is grounds for immediate termination.
- C. All supervisors will receive training to assist them in identifying alcohol and drug use behavioral characteristics.

### **5. Return to-duty Testing**

Before a driver, who has entered a voluntary rehabilitation program returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by this policy and Part 382 Subpart B (FMCSR), the driver shall undergo a return to duty alcohol test with a result of less than a 0.02 BAC to receive a confirmed negative result from a controlled substance urinalysis test.

## **VI. COLLECTION OF BREATH AND URINE SPECIMENS AND LABORATORY ANALYSIS**

- A. Breath-Alcohol Testing: Breath alcohol will be conducted either on site or at a prearranged location by a qualified Breath Alcohol Technician according to CFR 49, Part 40 procedures. Refusal to complete and sign the testing form or refusal to provide breath will be considered a positive test, and the driver will be terminated.
- B. Specimen Collection: Specimen collection will be conducted in accordance with applicable state and federal law. The collection procedures will be designed to ensure the security and integrity of the specimen provided by each driver, and those procedures will strictly follow federal chain-of-custody guidelines. Moreover, every reasonable effort will be made to maintain the dignity of each driver submitting a specimen for analysis in accordance with these procedures.
- C. Laboratory Analysis: As required by FHWA regulations, only a laboratory certified by a Department of Health and Human Services (DHS) to perform urinalysis for the detection of the presence of controlled substance will be retained by the County. The laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance and scientific analytical methodologies.

**VII. CONSEQUENCES: APPEAL OF TEST RESULTS**

- A. Alcohol and drug abuse may not only threaten the safety and productivity of all employees of VAL VERDE County, but causes serious individual health consequences to those who use them. Attachment #1 outlines several personal consequences which may result after abuse of controlled substances. Any confirmed actions prohibited by Part IV above, while performing a safety-sensitive function or refusing to take a breath test, will be grounds for termination. Refusal may be defined as not providing a breath sample or urine as directed, neglecting to sign appropriate control forms, using alcohol within 8 hours of an accident, or engaging in conduct that clearly obstructs the testing program.
- B. Any driver testing positive for the presence of a controlled substance will be contacted by the County's MRO. The driver will be allowed to explain and present medical documentation to explain any permissible use of a drug. All such discussions between the driver and the MRO will be confidential. The County will not be a party to, or have access to matters discussed between the driver and the MRO. If medically supportable reasons exist to explain the positive result, the MRO will report the test result to the County as a negative.
- C. Within 72 hours after the driver has been notified of a positive test result for drugs he/she may request a retest at their expense of the split sample. This signed request will be provided to the MRO in writing, who will then initiate the new laboratory analysis. If a different result is detected by the subsequent laboratory, the test will be voided by the MRO, and the County's Human Resource Director will be notified. A retest may be initiated as appropriate.

**VII. CONFIDENTIALITY**

Under no circumstances, unless required or authorized by law, will alcohol or drug testing information or results for any employee or applicant be released without written request from the applicable employee. Drivers are entitled, upon written request, to obtain copies of any records pertaining to the driver's use

of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substance tests. Copies will be provided within 5 days.

Collection of breath and urine samples must always be documented and sealed with a tamper-proof sealing system in the presence of the driver, to insure that all tests can be correctly traced to the driver.

Drug test analysis from the DHHS approved laboratory will be forwarded directly to the Medical Review Officer assigned by the Alcohol and Drug Program Administrator.

Alcohol test results will be forwarded by the MRO to the Human Resource Director for confidential record keeping.

### **Alcohol and Drug Effects**

Section 382.601(b)(11)FMCSR mandates that all employees be provided with training material discussing the effects of alcohol and controlled substances use on an individual's health, work and personal life.

This attachment is intended to help individuals understand the personal consequences of substance abuse.

### **ALCOHOL**

Although used routinely as beverage for enjoyment, alcohol can also have negative physical and mood-altering effects when abused. These physical or mental alterations in a driver may have serious personal and public safety risks.

### **Health Effects**

An average of three or more servings per day of beer (12 oz.), whiskey (1 oz.), or wine (6 oz.) over time, may result in the following health hazards:

- Dependency
- Fatal liver disease
- Kidney disease
- Pancreatitis
- Ulcers
- Decreased sexual functions
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast and malignant melanoma
- Spontaneous abortion and neonatal mortality
- Birth Defects

### **Social Issues**

- 2/3 of all homicides are committed by people who drink prior to the crime.
- 2/3 % of the driving population are legally drunk at any one time. This rate doubles at night and on weekends.
- 2/3 of all Americans will be involved in an alcohol-related vehicle accident during their lifetime.
- The separation and divorce rate in families with alcohol dependency problems is 7 times the average.
- 40% of family court cases are alcohol-related.
- Alcoholics are 15 times more likely to commit suicide.
- More than 60% of burns, 40% of falls, 69% of boating accidents, and 76% of private aircraft accidents are alcohol-related.
- Over 17,000 fatalities occurred in 1993 in highway accidents, which were alcohol related. This was 43% of all highway fatalities.
- 30,000 people will die each year from alcohol caused liver diseases.
- 10,000 people will die each year due to alcohol-related brain disease or suicide.
- Up to 125,000 people die each year due to alcohol-related conditions or accidents.



#### Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of alcohol from the body.
- Impairment can be measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

#### **ALCOHOL'S TRIP THROUGH THE BODY**

**Mouth and Esophagus:** Alcohol is an irritant to the delicate linings of the throat and food pipe. It burns as it goes down.

**Stomach and Intestines:** Alcohol has an irritating effect on the stomach's protective lining, resulting in gastric or duodenal ulcers. This condition, if it becomes acute can cause peritonitis, or perforation of the stomach wall. In the small intestine, alcohol blocks absorption of such substances as thiamine, folic acid, fat, vitamin B1, vitamin B12, and amino acids.

**Bloodstream:** 95% of the alcohol taken into the body is absorbed into the bloodstream through the lining of the stomach and duodenum. Once in the bloodstream, alcohol quickly goes to every cell and tissue in the body. Alcohol causes red blood cells to clump together in sticky wads, slowing circulation and depriving tissues of oxygen. It also causes anemia by reduction of red blood cell production. Alcohol slows the ability of white cells to engulf and destroy bacteria and degenerate the clotting ability of blood platelets.

**Pancreas:** Alcohol irritates the cells of the pancreas, causing them to swell, thus blocking the flow of digestive enzymes. The chemicals, unable to enter the small intestine, begin to digest the pancreas, leading to acute hemorrhagic pancreatitis. One out of five patients who develop this disease dies during the first attack. Pancreatitis can destroy the pancreas and cause a lack of insulin thus resulting in diabetes.

**Liver:** Alcohol inflames the cells of the liver, causing them to swell and block the tiny canal to the small intestines. This prevents bile from filtering properly through the liver. Jaundice develops, turning the whites of the eyes and skin yellow. Each drink of alcohol increases the number of live cells destroyed, eventually causing cirrhosis of the liver. The disease is eight times more frequent among alcoholics than among non-alcoholics.

**Heart:** Alcohol causes inflammation of the heart muscle. It has a toxic effect on the heart and causes increased amounts of fat to collect, thus disrupting its normal metabolism.

**Urinary Bladder and Kidneys:** Alcohol inflames the lining of the urinary bladder making it unable to stretch properly. In the kidneys, alcohol causes increased loss of fluids through its irritating effect.

**Sex Glands:** Swelling of the prostate gland caused by alcohol interferes with the ability of the male to perform sexually. It also interferes with the ability to climax during intercourse.

**Brain:** The most dramatic and noticed effect of alcohol is on the brain, it depresses brain centers, producing progressive in coordination: confusion, disorientation, stupor, anesthesia, coma, death. Alcohol kills brain cells and brain damage is permanent. Drinking over a period of time causes loss of memory,

judgment and learning ability.

## DRUGS

### Marijuana

#### Health Effects

- Emphysema-like conditions
- One joint of marijuana contains cancer-causing substances equal to ½ pack of cigarettes.
- One joint causes the heart to race and be overworked. People with heart conditions are at risk.
- Marijuana is commonly contaminated with the fungus *Aspergillus*, which can cause serious respiratory tract and sinus infections.
- Marijuana lowers the body's immune system response, making users more susceptible to infection.
- Chronic smoking causes changes in brain cells and brain waves. The brain does not work as efficiently or effectively. Long-term brain damage may occur.
- Tetrahydrocannabinol (THC) and 60 other chemicals in Marijuana concentrate in the ovaries and testes.
- Chronic smoking of Marijuana in males causes a decrease in testosterone and an increase in estrogen, the female hormone. As a result, the sperm count is reduced, leading to temporary sterility.
- Chronic smoking of Marijuana in female causes a decrease in fertility.
- A higher than normal incident of stillborn births, early termination of pregnancy, and higher infant mortality rate during the first few days of life are common in pregnant Marijuana smokers.
- THC causes birth defects including brain damage, spinal cord, forelimbs, liver, and water on the brain and spine in test animals.
- Prenatal exposure may cause underweight newborn babies.
- Fetal exposure may decrease visual function.
- User's mental functions can display the following effects:
  1. Delayed decision making
  2. Diminished concentration
  3. Impaired short-term memory
  4. Impaired signal detection
  5. Impaired tracking
  6. Erratic cognitive function
  7. Distortion of time estimation

#### Workplace Issues

- THC is stored in body fat and slowly released.
- Marijuana smoking has long-term effects on performance.
- Increased THC potency in modern Marijuana dramatically compounds the side effects.
- Combining alcohol or other depressant drugs with Marijuana increases the impairing effect of both.

## Cocaine

Used medically as a local anesthetic. When abused, it becomes a powerful physical and mental stimulant. The entire nervous system is energized. Muscles tense, heart beats faster and stronger, and the body burns more energy. The brain experiences an exhilaration caused by a large release of neurohormones associated with mood elevation.

### Health Effects

- Regular use may upset the chemical balance of the brain. As a result, it may speed up the aging process by causing damage to critical nerve cells. Parkinson's disease could also occur.
- Cocaine causes the heart to beat faster, harder, and rapidly increases blood pressure. It also causes spasms of blood vessels in the brain and heart. Both lead to ruptured vessels causing strokes and heart attacks.
- Strong dependency can occur with one "hit" of cocaine. Usually mental dependency occurs within days for "crack" or within several months for snorting coke. Cocaine causes the strongest mental dependency of all the drugs.
- Treatment success rates are lower than other chemical dependencies.
- Extremely dangerous when taken with other depressant drugs. Death due to overdose is rapid. Fatal effects are usually not reversible by medical intervention.

### Work Issues

- Extreme mood and energy swings create instability. Sudden noise causes a violent reaction.
- Lapses in attention and ignoring warning signals increases probability of accidents.
- High cost frequently leads to theft and/or dealing.
- Paranoia and withdrawal may create unpredictable or violent behavior.
- Performance is characterized by forgetfulness, absenteeism, tardiness, and missing assignments.

## Opiates

Narcotic drugs which alleviate pain and depress body functions and reactions.

### Health Effects

- IV needle users have a high risk of contracting hepatitis or AIDS when sharing needles.
- Increase pain tolerance. As a result, a person may more severely injure themselves and fail to seek medical attention as needed.
- Narcotic effects are multiplied when combined with other depressants causing an increased risk for an overdose.
- Because of tolerance, there is an ever increasing need for more.
- Strong mental and physical dependence occurs.
- With increased tolerance and dependency combined, there is a serious financial burden for the users.

### Workplace Issues

- Side effects such as nausea, vomiting, dizziness, mental clouding and drowsiness place the user

- at high risk for an accident.
- Causes impairment of physical and mental functions.

#### Amphetamines

Central nervous system stimulant that speeds up the mind and body.

#### Health Effects

- Regular use causes strong psychological dependency and increased tolerance.
- High dose may cause toxic psychosis resembling schizophrenia.
- Intoxication may induce a heart attack or stroke due to increased blood pressure.
- Chronic use may cause heart or brain damage due to severe constriction of capillary blood vessels.
- Euphoric stimulation increases impulsive and risk taking behavior, including bizarre and violent acts.
- Withdrawal may result in severe physical and mental depression.

#### Section 1 Workplace Issues

- Since the drug alleviates the sensation of fatigue, it may be abused to increase alertness during periods of overtime or failure to get rest.
- With heavy use to increasing fatigue, the short-term mental or physical enhancement reverses and becomes an impairment.

#### Phencyclidine (PCP)

Often used as a large animal tranquilizer. Abused primarily for its mood altering effects. Low doses produce sedation and euphoric mood changes. Mood can rapidly change from sedation to excitation and agitation. Larger doses may produce a coma-like condition with muscle rigidity and a blank stare. Sudden noises or physical shocks may cause a "freak out" in which the person has abnormal strength, violent behavior and an inability to speak or comprehend.

#### Section 2 Health Effects

- The potential for accidents and overdose emergencies is high due to the extreme mental effects combined with the anesthetic effect on the body.
- PCP, when combined with other depressants, including alcohol, increases the possibility of an overdose.
- If misdiagnosed as LSD induced, and treating with Thorazine, can be fatal.
- Irreversible memory loss, personality changes, and thought disorders may result.

#### Section 3 Workplace Issues

- Not common in workplace primarily because of the severe disorientation that occurs.
- There are four phases to PCP abuse.

- Acute toxicity causing combativeness, catatonia, convulsions and coma. Distortions of size, shape and distorted perception are common.
- Toxic psychosis with visual and auditory delusions, paranoia and agitation.
- Drug induced schizophrenia.
- Induced depression which may create suicidal tendencies and mental dysfunction.

**EMPLOYEE NOTIFICATION LETTER FOR REQUIRED C.D.L. DRIVER**

I certify that I have received a copy of, and have read the above county policy on Alcohol and Drug Testing procedures. I understand that as a condition of employment as a driver, I must comply with these guidelines, and do agree that I will remain medically qualified by these following procedures. If I develop a problem with alcohol or drug abuse during my employment with Val Verde County, I will seek assistance through the current Risk Management Administrator.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

ALCOHOL AND/OR CONTROLLED SUBSTANCE TEST NOTIFICATION

Part 382 – Controlled Substances and Alcohol Use Testing applies to drivers of this County

21382.113 - Requirement for Notice:

Before performing an alcohol or controlled substances test under this part, each employer shall notify a driver that the alcohol or controlled substances test is required by this part. No employer shall falsely represent that a test is administered under this part.

County Name \_\_\_\_\_

Driver/Applicant Name \_\_\_\_\_  
(Print) (First, M.I., Last)

You are hereby notified the following test will be administered in compliance with the Federal Motor Carrier Safety Regulations.

The test is scheduled Date: \_\_\_\_\_  
Location: \_\_\_\_\_  
Time: \_\_\_\_\_

Check reason for Test \_\_\_\_\_ Pre-employment \_\_\_\_\_ Random  
\_\_\_\_\_ Reasonable Suspicion/Cause \_\_\_\_\_ Post Accident  
\_\_\_\_\_ Return to duty \_\_\_\_\_ Follow-up

Appointment Instructions/Comments:  
\_\_\_\_\_  
\_\_\_\_\_

I understand as a condition of my employment with the County, the above identified test is required.

Driver/Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Witnessed by:

County's Representative \_\_\_\_\_ Date \_\_\_\_\_

(Retain in the Employee's Confidential File)

OBSERVED BEHAVIOR  
REASONABLE SUSPENSION

Personnel Office Use Only  
Employee Number: \_\_\_\_\_

Location: \_\_\_\_\_

Incident Number: \_\_\_\_\_

Driver's Name _____				Date Observed _____	
Address of Incident:				Time Observed _____	
Street _____	City _____	State _____	Zip Code _____		
From _____ a.m.	p.m.				
To _____ a.m.	p.m.				
<small>Record employee observed behavior for reasonable suspicion for the use of alcohol or controlled substances. According to 49 CFR §382.307 (Reasonable Suspicion Testing) the employer shall require the driver to submit to a substance or alcohol test if a supervisor or county representative who is trained in accordance with § 382.307 determines that reasonable suspicion exists.</small>					
Reasonable Suspicion determined for: _____ Alcohol _____ Controlled Substance					
Mark items that apply and describe specifics					
1. Appearance: _____ Normal _____ Sleepy _____ Tremors _____ Clothing _____ Cleanliness					
Description _____					
2. Behavior: _____ Normal _____ Erratic _____ Inappropriate gaiety _____ Mood swings _____ Lethargic					
Description _____					
3. Speech: _____					
Description: _____					
4. Body Odors: _____					
5. Indications of the chronic and withdrawal effects of controlled substances:					
_____ Yes _____ No					
Explain: _____					
6. Other observations for reasonable suspicion: _____					
Witnessed By:					
Signature _____		Title _____		Preparation Date _____ Time _____ A.M. P.M.	
Signature _____		Title _____		Preparation Date _____ Time _____ A.M. P.M.	
<small>The alcohol test must be administered within eight (8) hours following a reasonable suspicion determined. Employer retain in employee's confidential file.</small>					



Alcohol and Controlled Substance Employee's Certified Receipt

Employee's Name

County/Department

This is to certify that I have been provided educational materials that explain the requirements of §382.601 and my employer's policies and procedures with respect to meeting the requirements. The materials include detailed discussion of the following checked ( ) items:

- ☐ 1. The designated person to answer questions about the materials.
- ☐ 2. The categories of drivers subject to Part 382.
- ☐ 3. Sufficient information about the safety-sensitive functions and periods of the workday that compliance is required.
- ☐ 4. Specific information concerning prohibited driver conduct.
- ☐ 5. Circumstances under which a driver will be tested.
- ☐ 6. Test procedures, driver protection and integrity of the testing processes, and safeguarding the validity of the test.
- ☐ 7. The requirement that tests are administered in accordance with Part 382.
- ☐ 8. An explanation of what will be considered a refusal to submit to a test and the consequences.
- ☐ 9. The consequences for Part 392 Subpart B violations including removal from safety-sensitive functions and §382.605 procedures.
- ☐ 10. The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04.
- ☐ 11. Information on the effect of alcohol and controlled substances use on:  
\* An individual health \* Signs and symptoms of a problem \* Work \* Available methods of intervening when a problem is suspected \* Personal Life
- ☐ 12. Optional information:

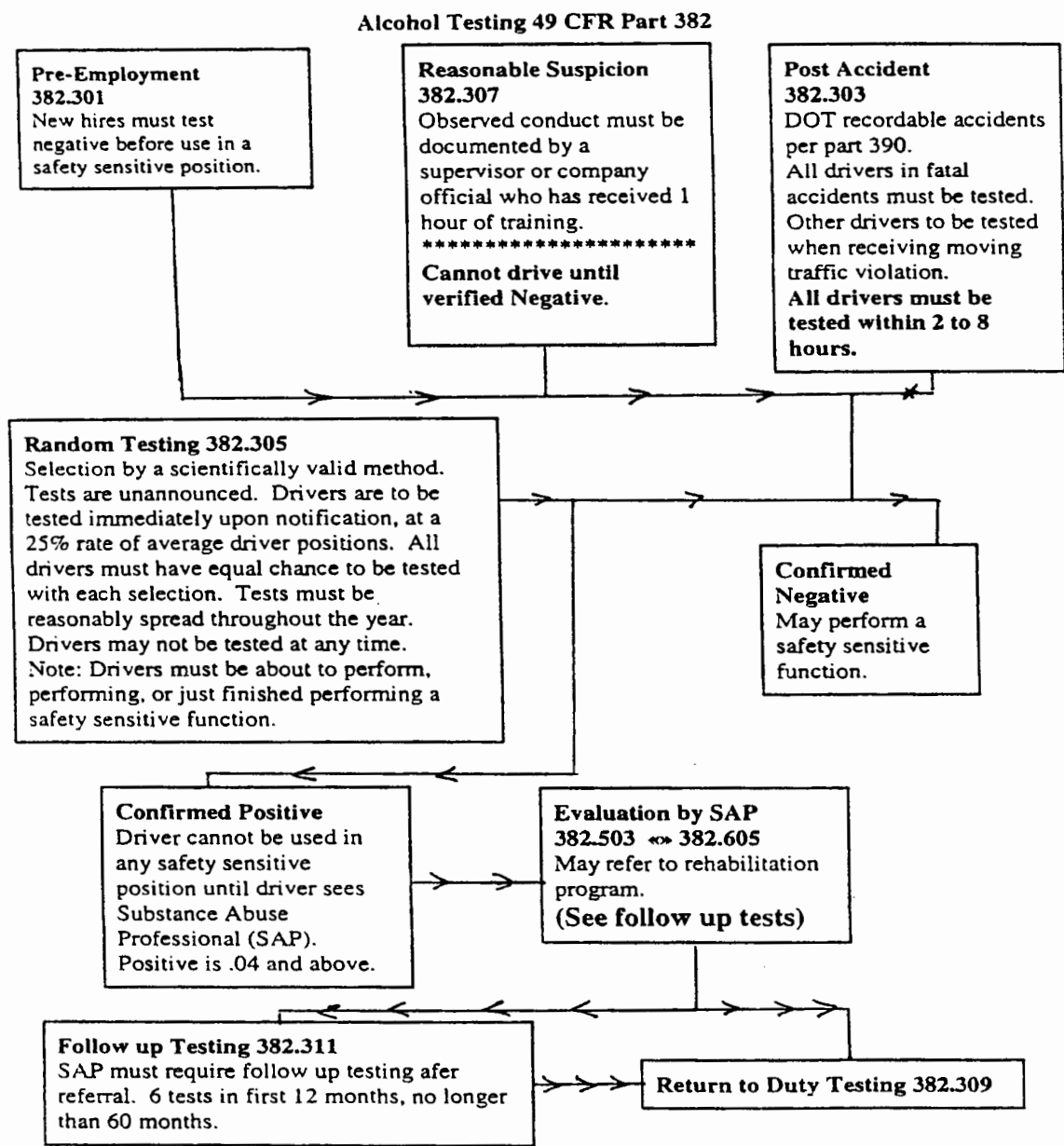
Employee's Name

Date

Authorized Employer Representative

Date

FLOW CHART



2016-2017 Bid Summary

Addendum #1

The following are the bids submitted for consideration by the Val Verde Commissioners Court on meeting of September 12th, 2016.

Road Materials

Bid packages out- 4  
Bid packages submitted- 3

Item 247 Flex Base	Location	Pct #1	Escondido	Pct #2	Rough Canyon	Pct #3	Comstock	Pct #4	Box Canyon	Pickup Pit	Diff/yr
Type A, Grade 1											
CSA Materials Inc.	Ton	\$ 12.25	\$ 13.60	\$ 12.25	\$ 14.60	\$ 11.90	\$ 16.25	\$ 12.25	\$ 13.60	\$ 8.00	0.0%
Martin Marietta Materials	Ton	\$ 17.20	\$ 17.20	\$ 17.20	\$ 20.80	\$ 16.86	\$ 22.24	\$ 17.89	\$ 20.98	\$ -	#DIV/0!
Item 330 Limestone Rock											
Item 302 aggregates		Pct #1	Escondido	Pct #2	Rough Canyon	Pct #3	Comstock	Pct #4	Box Canyon		Diff/yr
Vulcan Material Co.	Ton										
LRA (c,cc,d) #330		\$ 51.21	\$ 51.21	\$ 51.21	\$ 52.87	\$ 51.21	\$ 54.71	\$ 50.22	\$ 52.87		0.2%
Precoat (pb3 & pb4) #302		\$ 33.71	\$ 33.71	\$ 33.71	\$ 35.37	\$ 33.71	\$ 37.21	\$ 32.72	\$ 35.37		3.4%
Martin Marietta Materials	Ton										
LRA (c,cc,d) #330		\$ 49.70	\$ 49.70	\$ 49.70	\$ 53.30	\$ 49.36	\$ 54.74	\$ 50.39	\$ 53.48		-1.6%
Precoat (pb3 & pb4) #302		\$ 34.70	\$ 34.70	\$ 34.70	\$ 38.30	\$ 34.36	\$ 39.74	\$ 35.39	\$ 38.48		3.1%

OIL

Bid packages out-3  
Bid packages submitted- 1

		MC-30	CRS-2	AE-P		Diff/yr
Alamo Asphalt Pro. Inc.	Full	\$ 3.51	\$ -	\$ -	Gal	-19.5%
Full 5,500 gal./Short 2,000 gal.	Short	\$ 4.35	\$ -	\$ -	Gal	-16.3%
Ergon Asphalt & Emulsions	Full	\$ -	0.00	0.00	Gal	
Freight based on 5,500 gal/load			0	0	Gal	
Fed Enviomental Fee			0	0	Gal	
			0	0	Gal	
Pump Charge/Load		\$ 80.00	\$ 80.00			
	Diff/yr		-100.0%	-100.0%		

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Fuel

Bid Tabulations 2016-17

Bid packages out- 3

Bid packages submitted- 1

	Location	Del Rio	Comstock	Pandale
Westex Capital, LTD		Pcts #1,#2,#3,#4		Pct #3
		Fire Dept, Sheriff		
		Fairgrounds		
E-10 replaces unleaded gas				
Del Rio Rack	Gal	\$ 1.462	\$ 1.462	\$ 1.462
Differential	Gal	\$ 0.499	\$ 0.549	\$ 0.609
Total	Gal	\$ 1.961	\$ 2.011	\$ 2.071
	Diff/yr	-11.3%	-11.0%	-10.7%
Highway Diesel				
Del Rio Rack	Gal	\$ 1.537	\$ 1.537	\$ 1.537
Differential	Gal	\$ 0.499	\$ 0.549	\$ 0.609
Total		\$ 2.036	\$ 2.086	\$ 2.146
	Diff/yr	-2.8%	-2.7%	-2.6%
Off Road Diesel				
Del Rio Rack	Gal	\$ 1.491	\$ 1.491	\$ 1.491
Differential	Gal	\$ 0.299	\$ 0.349	\$ 0.409
Total		\$ 1.790	\$ 1.840	\$ 1.900
	Diff/yr	-10.8%	-10.6%	-10.3%
Propane Delivery Only		In Town	Out of Town	
Differential	Gal	\$ 0.530	\$ 0.530	
	Gal	\$ 0.600	\$ 0.750	
		\$ 1.13	\$ 1.28	
	Diff/yr	0.9%		
Note: Differential includes		State Tax, delivery & margin.		

**Janitorial Service**

Bid packages requested or solicited -1

Bid packages submitted- 1

	Monthly Rate	Total/Year	Change
Ernesto Salazar Co.	\$ 4,275.00	\$ 51,300.00	11.76%
Proof of Workmens Comp. & Liability Ins. Provided.			

**Coffee Service**

Bid packages out- 3

Bid packages submitted- 2

		Folgers	Select Brand	
Amistd Snacks	4.9oz Pk	\$0.5952	n/a	Equal to last year.
DS Waters		n/a	\$0.3610	
LS Waters		\$0.9000	n/a	

**Water Service**

Bid packages out- 3

Bid packages submitted-2

	Dispenser Rate				
	Cool/Cold	Hot/Cold	5 Gal Bottle	16oz Bottle	9oz cups
DS Waters	\$2.50	\$2.50	\$4.59	\$0.2083	\$ 0.0778
LS Waters	\$4.99	\$5.99	\$6.25	\$0.2288	\$ 0.0598

**Uniform Service**

Bid packages out- 3

Bid packages submitted- 2

	Shirt	Std. Pant	Jean Reg.	Jean CB.	Energy Fee
G&K Services	\$ 0.33	\$ 0.33	\$ 0.57	\$ 1.04	\$ 345.11
UniFirst	\$ 0.17	\$ 0.23	\$ 0.30	N/A	\$ 1,404.00

#2

## Bills to present to in Court September 12, 2016

Vendor	Department	Amount	Invoice Date	Purchase Order Date
City of Del Rio	Contingency Landfill	\$ 17.46	7/22/2016	8/10/2016
City of Del Rio	Contingency Landfill	\$ 54.89	7/22/2016	8/10/2016
City of Del Rio	Contingency Landfill	\$ 132.94	7/22/2016	8/10/2016
City of Del Rio	Contingency Landfill	\$ 48.11	7/22/2016	8/10/2016
City of Del Rio	Contingency Landfill	\$ 57.38	7/22/2016	8/10/2016
City of Del Rio	Contingency Landfill	\$ 45.26	7/27/2016	8/10/2016
City of Del Rio	Contingency Landfill	\$ 32.43	8/1/2016	8/10/2016
City of Del Rio	Contingency Landfill	\$ 21.74	8/1/2016	8/10/2016
City of Del Rio	Contingency Landfill	\$ 35.64	8/1/2016	8/10/2016
City of Del Rio	Precinct 4	\$ 3.21	8/16/2016	No P.O.
City of Del Rio	Precinct 4	\$ 6.77	8/16/2016	No P.O.
City of Del Rio	Contingency Landfill	\$ 20.31	8/1/2016	8/10/2016
Del Rio Welders	Parks	\$ 17.90	8/25/2016	8/29/2016
Del Rio Welders	Precinct 2	\$ 17.90	8/25/2016	No P.O.
DS Waters	63rd District Court	\$ 18.84	6/16/2016	No P.O.
DS Waters	63rd District Court	\$ 22.56	7/14/2016	No P.O.
Gold Star	Building Maintenance	\$ 75.00	7/5/2016	No P.O.
Gold Star	Building Maintenance	\$ 75.00	8/3/2016	No P.O.
Gold Star	Building Maintenance	\$ 110.00	8/9/2016	No P.O.
Gold Star	Building Maintenance	\$ 35.00	8/9/2016	No P.O.
Gold Star	Building Maintenance	\$ 65.00	8/12/2016	No P.O.
Gold Star	Building Maintenance	\$ 65.00	8/12/2016	No P.O.
Gold Star	Building Maintenance	\$ 95.00	8/19/2016	No P.O.
Gold Star	Building Maintenance	\$ 65.00	8/20/2016	No P.O.
Lone Star Copiers	Court at Law	\$ 96.00	12/1/2016	No P.O.
Lone Star Copiers	Court at Law	\$ 53.94	12/24/2015	1/7/2016
Pollution Control Services	Precinct 4	\$ 177.18	5/25/2016	No P.O.
Purchase Power	63rd District Court	\$ 91.13	7/20/2016	No P.O.

VOL. 47 PAGE 560

5093

111-1221-00-16200

VAL VERDE COUNTY

Val Verde County, TX  
H.I.D.T.A. #3

COMPLETION OF TRAVEL STATEMENT

Gerald Martinez  
NAME OF TRAVELER

Personal Vehicle  
MODE OF TRANSPORTATION

Corpus Christi, TX  
DESTINATION / CLASS NAME

DEPARTED 8/1/2016 7:00 AM  
DATE TIME

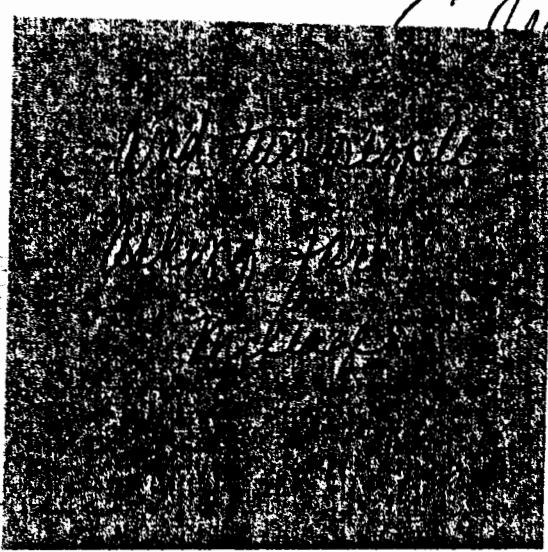
MILEAGE 534 \$288.36  
(if personal car used)

RETURNED 8/3/2016 7:00 PM  
DATE TIME

DATE	8/1/2016	8/2/2016	8/3/2016					
leave blank if n/a	MON	TUE	WED	THUR	FRI	SAT	SUN	TOTAL
BREAKFAST								\$ -
LUNCH								\$ -
DINNER								\$ -
SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HOTEL OR LODGING								\$ -
PARKING-CAB FARES								\$ -
FUEL								\$ -
FUEL								\$ -
MILEAGE	\$288.36							\$288.36
TOTAL	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$

ADVANCE YES NO  
CHECK # or LAST 4 M/C #  
TRAVEL ADVANCE  
TOTAL CLAIMED \$288.36  
TOTAL \$1  
AMOUNT DUE TRAVLER \$288.36  
AMOUNT DUE TO COUNTY \$

TOTAL AMOUNT CLAIMED FOR REIMBURSEMENT \$288.36  
TRAVELER  
LECTED OFFICIAL  
T HEAD



111-1221-00-16200

#3

VAL VERDE COUNTY

Val Verde County, TX  
H.I.L.D.A.

COMPLETION OF TRAVEL STATEMENT

Noemi Guerra  
NAME OF TRAVELER

Personal Vehicle  
MODE OF TRANSPORTATION

Corpus Christi, TX  
DESTINATION / CLASS NAME

DEPARTED 8/1/2016 7:00 AM  
DATE TIME

MILEAGE 534 \$288.36  
(if personal car used)

RETURNED 8/3/2016 7:00 PM  
DATE TIME

DATE	8/1/2016	8/2/2016	8/3/2016					
leave blank if n/a	MON	TUE	WED	THUR	FRI	SAT	SUN	TOTAL
BREAKFAST								\$ -
LUNCH								\$ -
DINNER								\$ -
SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HOTEL OR LODGING								\$ -
PARKING-CAB FARES								\$ -
FUEL								\$ -
FUEL								\$ -
MILEAGE	\$288.36							\$288.36
TOTAL	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$

ADVANCE YES NO

TOTAL AMOUNT CLAIMED FOR REIMBURSEMENT \$288.36

CHECK # or LAST 4 M/C #

SUBMITTED

TRAVEL ADVANCE

Noemi Guerra  
SIGNATURE OF TRAVELER

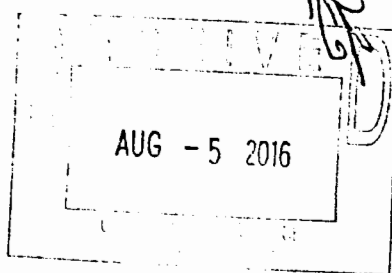
TOTAL CLAIMED \$288.36

TOTAL

AMOUNT DUE TRAVLER \$288.36

AMOUNT DUE TO COUNTY \$ -

[Signature]  
SIGNATURE OF ELECTED OFFICIAL  
OR DEPARTMENT HEAD





#3

in the travel line item to be insufficient to pay the anticipated expenses for the necessary travel. Request an emergency transfer of funds from other County budget accounts

Ref, 8/31/16  
The Sheriff wants  
to put them through  
Commissioners Court  
Thank you,  
Dora

and emotionally) for employees to share lodging and/or transportation, financial resources (tax dollars). The decision concerning this issue shall be made with the Sheriff's Office and employees involved.

For hotel stay per evening is \$150.00 per night per room. If the hotel rate is greater than \$150, then the rate being charged would be approved. Only the Maximum daily allowance for hotel stay per evening in Austin, Tx. And no more than \$10.

When traveling outside the county may request a per diem of up to \$46.00 per day when traveling on official business. The advance shall be requested at least 3 business days prior to departure date or earlier on a Travel Statement form provided by the County. Credit Cards will not be accepted for meal expenses. The only exception would be for the Sheriff's Office Transport Division. Credit cards cannot be used for payment of

tipping/gratuities. On those occasions where the exception does apply, itemized receipts must be provided. Day trip meals are an IRS Taxable Fringe Benefit and will be treated according to IRS Regulations.

When driving from seminars that end no later than 3:30 p.m., an overnight stay should not be necessary. A County employee should be able to arrive in the County at their destination no later than 8:30p.m. For driving destinations in excess of 350 miles, a full day's travel should be planned.

Hotel expenses can only be claimed for the actual cost of the room. Telephone calls, movie channels, and snacks or beverages are not subject for reimbursement. Hotel/Motel receipts must be itemized.

The County will reimburse employees for mileage driven on their personal vehicles at the current federally approved rate when such mileage is for authorized work related business.

Travel Ref:  
→

When employees from the same department travel on the same dates with the same itinerary, they must coordinate travel. When four or fewer employees travel on the same itinerary, only one may be reimbursed for mileage. When more than four employees travel on the same itinerary, only one out of every four may be reimbursed for mileage. Texas Government Code Section 660.044. Exceptions can only be granted by order of the Commissioners Court prior to the date of travel.

The mileage to be paid will be based on the information contained in the Map Quest Website from location to location submitted by traveler. If a destination is not listed in the guide, the mileage will be computed in the following manner.

- a. The mileage to the nearest city to the destination will be determined by the guide.
- b. The official state map will be used to set the mileage between the nearest city and the destination.
- c. The two figures will be combined and the total mileage determined.

If for some reason the mileage cannot be computed by the above-mentioned measures, the odometer reading will be used.

When employees are reimbursed for authorized work related business use of their personal vehicles, it is understood that the authorized reimbursement fee includes each and every operating expense related to

#4

# Vista<sup>SG</sup>

August 31, 2016  
Val Verde County Sheriff's Office  
Attn: Elizabeth Soto  
295 FM 2523 Hamilton Rd  
Del Rio, TX 78841  
E-Mail: [esoto@valverdesheriff.com](mailto:esoto@valverdesheriff.com)

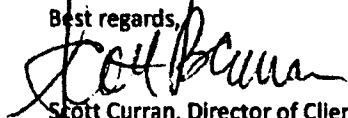
Dear Liz,

Vista Solutions Group, LP (VistaSG), has proposed Val Verde County Sheriff's Office with licenses for dms3 Imaging Software. In addition to the licenses for dms3, VistaSG developed custom proprietary applications to integrate the imaging system into Val Verde County Sheriff's servers.

Currently, Vista Solutions Group is the only provider to support their products in the State of Texas, and the only provider able to support our own proprietary custom solutions. Vista SG is the only company allowed to sell dms3. VistaSG has the source code to maintain and enhance the set of custom integration programs that will be used by Val Verde County Sheriff's Office. We are the only company that can run customized reports, programs and work flow through dms3.

Please contact us if further information is needed. Thank you for your assistance in this matter.

Best regards,



Scott Curran, Director of Client Services



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Vista Solutions Group, LP | 6500 River Place Blvd. | Bldg. 2, Ste. 100 | Austin, Texas 78730  
512.986.7650 | [www.vistasg.com](http://www.vistasg.com)

**Purchase Pricing PROPOSAL**



Presented to VAL VERDE, COUNTY OF

By Julia Galan

On 8/31/2016

Solution			
Item	Product Description	Agreement Information	Requested Effective Date
1. W7525P (SOT-WC7525P PRINTER) S/N XKK388480 - 3 Tray Module - Ck1.5 - 1 Line Fax		Purchase Price: \$1,480.00  This agreement modifies the current Xerox Agreement 955059068 for W7525P S/N XKK388480 as of payment 62.	9/1/2016

Maintenance Pricing					
Item	Monthly Minimum Payment	Meter	Print Charges		Maintenance Plan Features
			Volume Band	Per Print Rate	
1. W7525P	\$58.40	1: BW  2: Color	1 - 1,000 1,001+  1 - 500 501+	Included \$0.0152  Included \$0.0864	- Term: 12 Months - Consumable Supplies Included for all prints
Total	\$58.40	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of VAL VERDE, COUNTY OF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement.

Pricing is subject to credit approval and is valid until 9/30/2016.

For any questions, please contact me at (830)591-0500



#4

# Xerox Pricing Proposal

## County of Val Verde

Commissioners Office

### WorkCentre 7835

- 1 line Fax
- Scan to PC
- Conv. Stapler

### Machine Specs


- Print/Copy/Scan/Fax/Email
- User Friendly Interface
- Workflow Scanning
- Scan to PC
- User Accounts/Standard Accounting

### Lease Term

36 months	\$244.26
48 months	\$199.08
60 months	\$172.12

**Quality  
Print  
Solutions**

220 N. Getty St.  
Uvalde, TX 78801  
Ph: 830-591-0500  
Fax: 830-591-0510

**xerox** 

\*Lease price includes delivery, setup, training, one time session with a Xerox Analyst and maintenance.

### Maintenance

Includes all service, parts and consumable supplies.

75,000 BW monthly print allowance

500 Color monthly print allowance

\$0.0056 cost per copy black/white over allowance

\$0.0506 cost per copy color over allowance

Device is covered under Total Satisfaction Guarantee.

Thank you very much!

*Julia Galan*

All information in this proposal is considered confidential and is for the sole use of County of Val Verde. Pricing is valid for 30 days from proposal date.

Melissa Vasquez

**From:** Juanita Barrera <jbarrera@valverdecountry.org>  
**Sent:** Friday, September 02, 2016 2:27 PM  
**To:** Roy Musquiz; nrubio@valverdecountry.org  
**Cc:** mvasquez@valverdecountry.org  
**Subject:** cost for Binder's  
**Attachments:** image0752.pdf

#5

Mr. Musquiz per our conversation earlier today, attached is the cost I obtained from Quill on the binders for the policy manual. I do not have the money to buy them. As you advised you would help. Your assistance is very much appreciated ☺

Thanks  
Juanita

1,000.<sup>00</sup> Binder's  
1377.<sup>00</sup> Printing  

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2,377.<sup>00</sup> TOTAL

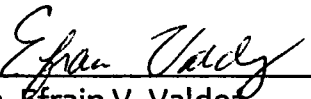
240 Books w/ 99 pages per.

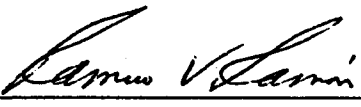
## RESOLUTION

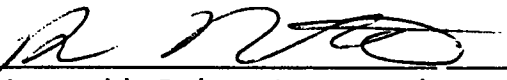
**WHEREAS**, the Val Verde County Commissioner's Court supports and approves the **acceptance of grant monies awarded** relating to **Grant Application #2881202** for the **Val Verde County Court-At-Law DWI/Drug Specialty Court**.

**NOW THEREFORE, BE IT RESOLVED and ordered** that **Val Verde County Judge** is designated as the grantee's Authorized Official to **accept the grant monies awarded** relating to **Grant Application #2881202** for the **Val Verde County Court-At-Law DWI/Drug Specialty Court**.

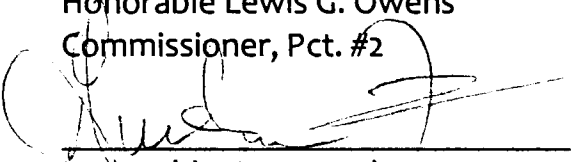
**PASSED, ADOPTED, APPROVED and FILED:** 9-12-16

  
\_\_\_\_\_  
Hon. Efrain V. Valdez  
Val Verde County Judge

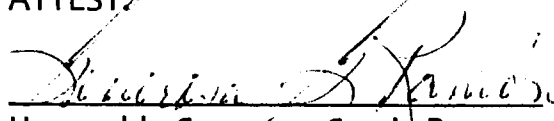
  
\_\_\_\_\_  
Honorable Ramiro Ramon  
Commissioner, Pct. #1

  
\_\_\_\_\_  
Honorable Robert Beau Nettleton  
Commissioner, Pct. #3

\_\_\_\_\_  
Honorable Lewis G. Owens  
Commissioner, Pct. #2

  
\_\_\_\_\_  
Honorable Gustavo Flores  
Commissioner, Pct. #4

ATTEST:

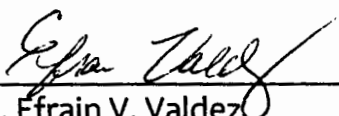
  
\_\_\_\_\_  
Honorable Generosa Gracia-Ramon  
Val Verde County Clerk

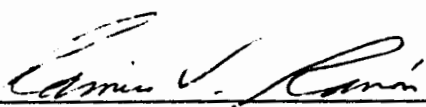
**ORDER  
VAL VERDE COUNTY  
COMMISSIONER'S COURT**

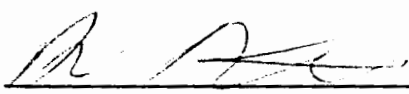
The Val Verde County Commissioner's Court, having authorized and established the **DWI / Drug Specialty Court** for the Val Verde County Court-At-Law, hereby **APPROVES & ACCEPTS** the budget as submitted in the amount of **\$186,246.00.**

IT IS THEREFORE ORDERED that the Val Verde County Commissioner's Court **APPROVES & ACCEPTS** the **DWI / Drug Specialty Court** budget as submitted in the amount of **\$186,246.00.**

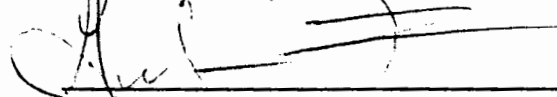
PASSED, ADOPTED, APPROVED and FILED: 9-12-14

  
\_\_\_\_\_  
Hon. Efrain V. Valdez  
Val Verde County Judge

  
\_\_\_\_\_  
Honorable Ramiro Ramon  
Commissioner, Pct. #1

  
\_\_\_\_\_  
Honorable Robert Beau Nettleton  
Commissioner, Pct. #3

\_\_\_\_\_  
Honorable Lewis G. Owens  
Commissioner, Pct. #2

  
\_\_\_\_\_  
Honorable Gustavo Flores  
Commissioner, Pct. #4